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No. 18] NEW DELHI, SATURDAY, MAY 2, 1981/VAISAKHA 12, 1903

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके

Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़ कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं

Statutory Orders and Notifications issued by the Ministries of the Government of India (other than the Ministry of Defence)

विधि, न्याय और कम्पनी कार्य मंत्रालय

(विधि कार्य विभाग)

सूचना

नई दिल्ली, 15 अप्रैल, 1981

का० आ० 1311 :— नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री बोल-माल गुरुसीदापा चान्दोबा सापा अधिवक्ता, बेलगाम कार्नाटक से उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए किया है कि उसे कर्नाटक प्रदेश में व्यवसाय करने के लिए नोटरी के रूप में नियुक्त किया जाए ।

2. उक्त व्यक्ति की नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस प्रकाशन के चौदह दिन के भीतर लिखित रूप में मेरे पास भेजा जाए ।

[सं० एफ० 5(71)/80-न्या०]

एस० गुप्तु, सक्षम प्राधिकारी

MINISTRY OF LAW, JUSTICE AND COMPANY AFFAIRS

(Department of Legal Affairs)

NOTICE

New Delhi, the 15th April, 1981

S.O. 1311.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries Rule 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Shri Bolmal Gurushidappa Chandobaseppa, Advocate, District Belgavam, Karnataka State for appointment as a Notary to practise in the State of Karnataka.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(71)/80-Judl.]

S. GOOPTU, Competent Authority.

वित्त मंत्रालय

(राजस्व विभाग)

नई दिल्ली, 2 मई, 1981

सीमा-शुल्क

का० आ. 1312 .—केन्द्रीय सरकार, सीमा-शुल्क अधिनियम, 1962 (1962 का 52) की धारा 7 के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार के वित्त मंत्रालय (राजस्व और बीमा विभाग) की अधिसूचना सं. 75/75-सीमा-

शुल्क, तारीख 3 जुलाई, 1975 का निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त अधिसूचना से उपाबद्ध सारणी में जयपुर से संबंधित क्रम सं. 2 के सामने, स्तम्भ 3 की मद (ख) में, उप मद (5) के स्थान पर, निम्नलिखित उप-मद रखी जाएगी, अर्थात् :—

"(5) सूती या रेशमी टैक्सटाइल फैब्रिक्स चाहे वह प्राकृतिक हो या कृत्रिम हो या दोनों हों और उन से विनिर्मित सामग्री ;"

[नम्बर 115/81-सीमा-शुल्क फा. सं. 481/81/80-सीमा-शुल्क 7]

एन. के. कपूर, उप सचिव

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 2nd May, 1981

CUSTOMS

S.O. 1312.—In exercise of the powers conferred by clause (a) of Section 7 of the Customs Act, 1962, (52 of 1962), the Central Government hereby makes the following further amendments in the notification of the Government of India in the Ministry of Finance (Department of Revenue and Insurance) No. 75/75 Customs dated the 3rd July, 1975, namely :—

In the Table annexed to the said notification, against serial No. 2 relating to Jaipur, in column 3, in item (b),

for sub-item (v) the following sub-item shall be substituted, namely :—

"(v) textile fabrics of cotton, or of silk, whether natural or man-made or both, and materials manufactured therefrom;".

Explanatory Note.—The present amendment seeks to allow exports by air from Jaipur of textile fabrics and articles manufactured from textile fabrics e.g. readymade garments and other textile made-ups.

N. K. KAPUR, Under Secy.

[No. 115/81-Customs. F. No. 481/81/80-Cus-VII]

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 14 अप्रैल, 1981

का० आ० 1313.—राष्ट्रीयकृत बैंक (प्रबन्धक और प्रकीर्ण उपबन्ध) योजना 1970 की धारा 3 की उपधारा (ज) के अनुसरण में केन्द्रीय सरकार, श्री एन० आर० रंगानाथन के स्थान पर वित्त मंत्रालय, आर्थिक कार्य विभाग (बैंकिंग प्रभाग), नई दिल्ली के संयुक्त सचिव श्री वी० पी० साहनी को एतद्द्वारा इण्डियन बैंक के निदेशक के रूप में नियुक्त करती है ।

[सं० एफ० 9/5/81-बी०ओ०-1(1)]

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 14th April, 1981

S.O. 1313.—In pursuance of sub-clause (h) of clause 3 of the Nationalised Banks (Management & Miscellaneous Provisions) Scheme, 1970, the Central Government hereby appoints Shri V. P. Sawhney, Joint Secretary, Ministry of Finance, Department of Economic Affairs (Banking Division), New Delhi, as a Director of the Indian Bank vice Shri N. R. Ranganathan.

[No. F. 9/5/81-BO. I(1)]

का० आ० 1314.—राष्ट्रीयकृत बैंक (प्रबन्ध और प्रकीर्ण उपबन्ध) योजना 1970 की धारा 3 की उपधारा (ज) के अनुसरण में केन्द्रीय सरकार, श्री एन० आर० रंगानाथन के स्थान पर वित्त मंत्रालय, आर्थिक कार्यविभाग (बैंकिंग प्रभाग), नई दिल्ली के संयुक्त सचिव श्री वी० पी० साहनी को एतद्द्वारा इंडियन ओवरसीज बैंक के निदेशक के रूप में नियुक्त करती है।]

[फ० एफ० 9/5/81-बी०ओ०-1(2)]

S.O. 1314.—In pursuance of sub-clause (h) of clause 3 of the Nationalised Banks (Management & Miscellaneous Provisions) Scheme, 1970, the Central Government hereby appoints Shri V. P. Sawhney, Joint Secretary, Ministry of Finance, Department of Economic Affairs (Banking Division), New Delhi as a Director of the Indian Overseas Bank vice Shri N. R. Ranganathan.

[No. F. 9/5/81-BO. I(2)]

नई दिल्ली, 16 अप्रैल, 1981

का० आ० 1315.—राष्ट्रीयकृत बैंक (प्रबन्ध और प्रकीर्ण उपबन्ध) योजना 1980 की धारा 3 की उपधारा (ज) के अनुसरण में केन्द्रीय सरकार, श्री एन० आर० रंगानाथन के स्थान पर वित्त मंत्रालय, आर्थिक कार्य विभाग (बैंकिंग प्रभाग), नई दिल्ली के संयुक्त सचिव श्री वी० के० दीक्षित को एतद्द्वारा पंजाब एण्ड सिंध बैंक के निदेशक के रूप में नियुक्त करती है ।

[संख्या एफ० 9/5/81-बी०ओ०-1]

च० व० मीरचन्दानी, उप सचिव

New Delhi, the 16th April, 1981

S.O. 1315.—In pursuance of sub-clause (h) of clause 3 of the Nationalised Banks (Management & Miscellaneous Provisions) Scheme, 1980, the Central Government hereby appoints Shri V. K. Dikshit, Joint Secretary, Ministry of Finance, Department of Economic Affairs (Banking Division), New Delhi as a Director of the Punjab and Sind Bank vice Shri N. R. Ranganathan.

[No. F. 9/5/81-BO. I]

C. W. MIRCHANDANI, Dy. Secy.

नई दिल्ली, 15 अप्रैल, 1981

का० आ० 1316.—बैंककारी विनियम अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर एतद्द्वारा यह घोषणा करती है कि उक्त, अधिनियम की तीसरी अनुसूची के फार्म 'क' के साथ संलग्न टिप्पणी (च) के उपबन्ध, 31 दिसम्बर, 1980 की स्थिति के अनुसार तैयार किये गए, निम्नलिखित बैंकों के तुलनपत्रों, पर, उस सीमा तक लागू नहीं होंगे जब उक्त फर्म की सम्पत्ति तथा परिसम्पत्ति शीर्ष की मद 4 के किन्हीं उपशीर्ष (ii), (iii) और (v) के सामने अन्दर के कालम में दिखाया गया मूल्य उस उपशीर्ष के अन्तर्गत निवेशों के बाजार मूल्य से बढ़ जाएगा। उस उपशीर्ष के अन्तर्गत किये गए निवेशों का बाजार मूल्य कोष्ठकों के अन्दर अलग से दिखाया गया है :—

1. यूनियन बैंक आफ इंडिया
2. बैंक आफ इंडिया
3. सेन्ट्रल बैंक आफ इंडिया
4. देना बैंक
5. बैंक आफ राजस्थान लि०
6. बैंक आफ महाराष्ट्र
7. पंजाब नेशनल बैंक
8. बैंक आफ कोचीन
9. यूनाइटेड कमर्शियल बैंक
10. इलाहाबाद बैंक

[संख्या 15(9)/81-बी०ओ०-III]

New Delhi, the 15th April, 1981

S.O. 1316.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government on the recommendation of the Reerve Bank of India, hereby declares that the provisions of Note (f) appended to the Form 'A' in the Third Schedule to the said Act shall not apply to the following banks, viz :—

1. Union Bank of India
2. Bank of India
3. Central Bank of India
4. Dena Bank
5. Bank of Rajasthan Ltd.
6. Bank of Maharashtra
7. Punjab National Bank
8. Bank of Cochin Ltd.
9. United Commercial Bank
10. Allahabad Bank.

In respect of their balance-sheet as on the 31st December 1980, which when the value shown in the inner column against any of the sub-heads (ii), (iii), (iv) and (v) of the item 4 of the Property and Assets side of the said Form exceeds the market value of the investments under that sub-head, shows separately wi hin brackets the market value of the investments under that sub-head.

[No. 15(9)/81-B.O. III]

नई दिल्ली, 16 अप्रैल, 1981

का० आ० 1317.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एतद्द्वारा यह घोषणा करती है कि उक्त अधिनियम की धारा 10 ख के उपबन्ध "बड़ी दोआब बैंक लि०, होशियारपुर" पर 31 मार्च, 1982 तक लागू नहीं होंगे।

[संख्या 15(10)/81-बी०ओ०-III]

एन० डी० बत्रा, अवर सचिव

New Delhi, the 16th April, 1981

S.O. 1317.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India hereby declares that the provisions of Section 10B of the said Act shall not apply to the Bari Doab Bank Ltd., Hoshiarpur, till the 31st March, 1982.

[No. 15(10)/81-B.O. III]

N. D. BATRA, Under Secy.

केन्द्रीय उत्पाद शुल्क समाहर्तालय

कलकत्ता, 26 मार्च, 1981

का० आ० 1318.—केन्द्रीय उत्पाद शुल्क नियमावली, 1944 के नियम 5 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैं, श्री बी० एन० रंगवासी, समाहर्ता, केन्द्रीय उत्पादशुल्क : कलकत्ता, हमके द्वारा केन्द्रीय उत्पाद शुल्क : कलकत्ता, के सहायक समाहर्ता को केन्द्रीय उत्पाद शुल्क नियमावली, 1944 के नियम 56-सी (1) के अन्तर्गत दी गई समाहर्ता की शक्तियों को प्रयुक्त करने के लिए प्राधिकृत करता हूं।

[अधिसूचना सं० 2/के०उ०शु०/1981 फा० सं०-IV (8) 1-के०उ०/81]

बी० एन० रंगवासी, समाहर्ता

OFFICE OF THE COLLECTOR OF CENTRAL EXCISE

Calcutta, the 26th March, 1981

S.O. 1318.—In exercise of the powers conferred upon me by Rule 5 of the Central Excise Rules, 1944, I, Shri R. N. Rangwani Collector of Central Excise, Calcutta hereby authorise he Assistant Collector, Central Excise, Calcutta, to exercise the powers of the Collector under Rule 56-C(1) of the Central Excise Rules, 1944, in their respective jurisdiction.

[Notification No. 2|CE|1981|C. No. IV(8) 1-CE|181]

B. N. RANGWANI, Collector

वाणिज्य मंत्रालय

(वाणिज्य विभाग)

नई दिल्ली, 6 अप्रैल, 1981

का०आ० 1319.—चाय अधिनियम, 1953 (1953 का 29) की धारा 9 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्द्वारा श्री एन० डी० मित्रा, सहायक सचिव, चाय बोर्ड को 1 अप्रैल, 1981 से आगामी आदेश होने तक सचिव, चाय बोर्ड के रूप मे नियुक्त करती है।

[संख्या के-12013(2)/81-प्लांट (ए)]

ए० घोष, उप सचिव

MINISTRY OF COMMERCE

(Deptt. of Commerce)

New Delhi, the 6th April, 1981

S.O. 1319.—In exercise of the powers conferred by sub-section (1) of Section 9 of the Tea Act, 1953 (29 of 1953), the Central Government hereby appoints Shri N. D. Mitra, Assistant Secretary, Tea Board, as Secretary, Tea Board with effect from 1st April, 1981 until further order.

[No. K-12013(2)/81-Plant (A)]

A. GHOSH, Dy. Secy.

मुख्य नियंत्रक आयात-निर्यात का कार्यालय

आदेश

नई दिल्ली, 16 अप्रैल, 1981

का०आ० 1320.—जब कि सर्वश्री नारायण एंड कं०, 51, थाथामुथिअप्पन स्ट्रीट, मद्रास को मलेशिया/सिंगापुर से आर० बी० डी० खजूर के तेल के आयात के लिए 13,52,900 रुपए मूल्य का एक आयात लाइसेंस सं० पी एफ 2028271, दिनांक 25-1-79 प्रदान किया गया था। जबकि उन्होंने यह सूचना दी है कि उक्त लाइसेंस की मुद्रा विनिमय नियंत्रण प्रति किसी भी सीमा शुल्क प्राधिकारी के पास पंजीकृत कराए बिना और बिल्कुल भी उपयोग में लाए बिना खो गई है। अतः उन्होंने उपर्युक्त लाइसेंस की अनुलिपि मुद्रा विनिमय नियंत्रण प्रति जारी करने के लिए अनुरोध किया है।

2. अपने अनुरोध के समर्थन में सर्वश्री नारायण एंड कं०, 51, थाथामुथिअप्पन स्ट्रीट, मद्रास ने इस संबंध में एक शपथ पत्र दाखिल किया है। अधोहस्ताक्षरी संतुष्ट है कि लाइसेंस संख्या-पी एफ 2028271, दिनांक 25-1-79 की मूल मुद्रा विनिमय नियंत्रण प्रति खो गई है और आदेश देता है कि उक्त लाइसेंस संख्या पी एफ 2028271, दिनांक 25-1-1979 की मूल मुद्रा विनिमय प्रति एतद्द्वारा रद्द की जाए।

3. सर्वश्री नारायण एंड कं०, 51, थाथामुथिअप्पन स्ट्रीट, मद्रास को लाइसेंस संख्या-पी एफ 2028271 दिनांक 25-1-1979 की अनलिपि मुद्रा विनिमय प्रति अलग से जारी की जा रही है।

[संख्या-ईडी० आयल/तदर्थ 117/78-79/एस०एल]

के० आर० धीर, उप-मुख्य नियंत्रक, आयात-निर्यात

कृते मुख्य नियंत्रक, आयात-निर्यात

OFFICE OF THE CHIEF CONTROLLER OF IMPORTS AND EXPORTS

ORDER

New Delhi, the 16th April, 1981

S.O. 1320.—Whereas M/s. Naryan & Co., 51 Thathamuthiappan Street, Madras, were granted Licence No.P/F/2028271 dated 25-1-79 for the import of RBD Palm Oil from **Malaysia|Singapore to the value of Rs. 13,52,900.** Where as they have informed that the Exchange Control Copy of the said licence has been lost without having been registered with any custom authority and utilised at all.They have thus requested for the issue of duplicate Exchange Control Copy of the above said licence.

2. In support of their request M|s. Narayan & Co., 51, Thathamuthiappan Street, Madaras have filed an affidavit to that effect. The undersigned is satisfied that the original Exchange Control Copy of Licence No. P/F/2028271 dated 25-1-1979 has been lost, and orders to hereby cancel the original Exchange Copy of the said licence No. P/F/2028271 dated 25-1-1979.

3. A duplicate, Exchange Control Copy of the licence No. P/F/2028271 dated 25-1-1979 is being issued to M/s. Narayan & Co., 51, Thahamuthiappan Street, Madras separately.

[No. Ed. Oil/Adhoc/117/78-79/SL]

K. R DHEER, Dy. Chief Controller of Imports and Exports
For Chief Controller of Imports & Exports

पेट्रोलियम, रसायन और उर्वरक मंत्रालय

(पेट्रोलियम विभाग)

नई दिल्ली, 24 अप्रैल, 1981

का० आ० 1321—यत पेट्रोलियम और खनिज पाइपलाइन (भूमि मे उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम, रसायन और उर्वरक मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना का०आ० स० 2958 तारीख 8-10-80 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची मे विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनो को बिछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यत सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यत. केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची मे विनिर्दिष्ट भूमियों मे उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्द्वारा घोषित करती है कि इस अधिसूचना से संलग्न अनुसूची मे विनिर्दिष्ट उक्त भूमियों मे उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्द्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, निर्देश देती है कि उक्त भूमियो मे उपयोग का अधिकार केन्द्रीय सरकार मे विहित होने के बजाय तेल और प्राकृतिक गैस आयोग मे सभी बाधाओ से मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा

अनुसूची

कूप नं० के-83 से के-5 तक पाइप लाइन बिछाने के लिए

राज्य : गुजरात जिला : व तालुका गांधीनगर

गांव	सर्वे नं०	हेक्टेयर	ए०आर०	सेंटीयर ई०
सेरथा	21/2	0	01	00
	80	0	07	15
	81/6	0	08	25
	81/5	0	08	40
	कार्टट्रैक	0	01	50
	1362	0	06	90
	1361/2	0	06	60
	1360/1	0	01	50
	1357	0	04	50

[सं० 12016/1/80-प्रो०]

MINISTRY OF PETROLEUM CHEMICALS AND FERTILIZER

(Department of Petroleum)

New Delhi, the 24th April, 1981

S.O. 1321.—Whereas by a notification of the Government of India in Ministry of Petroleum Chemicals & Fertilizer (Department of Petroleum), S.O. 2958 dated 8-10-80 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And Further, whereas the Central Government has, after considering the said report, decided to acquire to right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Governmen hereby declares that the right of user in the said lands specified in the Schedule appended to this notification hereby acquired for laying the pipeline;

And further, in exercise of powers conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the oil & Natural Gas Commission free from all in encumbrances.

SCHEDULE

PIPELINE FROM WELL NO. K-83 TO K-5.

State : Gujarat District & Taluka : Gandhinagar

Village	Survey No.	Hectare	Are	Centiare
Sertha	21/2	0	01	00
	80	0	07	15
	81/6	0	08	25
	81/5	0	08	40
	Cart track	0	01	50
	1362	0	06	90
	1361/1	0	06	60
	1360/1	0	01	50
	1357	0	04	50

[No. 12016/1/80-Prod.]

का० आ० 1322—यत पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम, रसायन और उर्वरक मन्त्रालय (पेट्रोलियम विभाग) की अधिसूचना का०आ० सं० 1245 तारीख 10-4-80 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों को बिछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यत सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यत केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अत: उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्द्वारा घोषित करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्द्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में विहित होने के बजाय तेल और प्राकृतिक गैस आयोग में, सभी बाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

डब्ल्यू०एच०आई० 10 से सोभासण सी०टी०एफ०

राज्य गुजरात जिला और तालुका : मेहसाणा

गांव	ब्लाक नं०	हेक्टेयर	ए०आर०ई०	सेंटीयर
1	2	3	4	5
कुकस	276	0	02	70
	283	0	13	20
	289	0	07	75
	290	0	01	00
	303	0	03	45
	303	0	08	25
	300	0	18	45
	299	0	19	65
	कार्ट ट्रेक	0	00	10
	307	0	00	20
	309	0	12	45
	310/पी	0	49	05
	311	0	13	70
	312	0	10	05
	313	0	21	00
	314	0	11	55
	कार्ट ट्रेक	0	00	60
	320	0	18	75
सोभासण	84	0	01	00
	83	0	02	10
	82	0	03	15
	81	0	02	90
	कार्ट ट्रेक	0	00	25
	65	0	04	15
	66	0	02	95
	67	0	02	15
	68	0	03	50
	64	0	00	35
	39	0	02	65
	60	0	00	75
	44	0	00	70
	45	0	02	85
	46/1/बी	0	02	10
	43	0	00	50
	47	0	01	40
	कार्ट ट्रेक	0	00	25
	31	0	08	00
	कार्ट ट्रेक	0	01	40
	29	0	01	95
देबुसा	96	0	05	25
	100	0	02	45
	कार्ट ट्रेक	0	00	45
	99	0	06	75
	106	0	04	10
	कार्ट ट्रेक	0	00	15
	109	0	10	15
	112	0	02	25
	116	0	01	50
	117	0	03	60
	118	0	00	15
	कार्ट ट्रेक	0	00	20
	167	0	00	15
	166	0	01	95
	कार्ट ट्रेक	0	00	30
	165	0	05	50
	160	0	03	60
	288	0	01	05
	178	0	00	15
पुनासण	126	0	06	30
	127	0	06	05
	116	0	01	60
	115	0	01	40
	114	0	03	00
	113	0	00	80
	134	0	01	50
	130	0	06	15
	133	0	07	50
	82	0	02	10

[सं० 12016/9/80-ओ०-I]

टी०एन० चन्देश्वरन, अवर सचिव

S.O. 1322.—Whereas by a notification of the Government of India in the Ministry of Petroleum, Chemicals & Fertilizer, (Department of Petroleum), S.O. 1245 dated 10-4-80 under sub section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of

notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of Section 6 of the said Act, the Central user in the lands specified in the schedule appended to this Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of the power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

SCHEDULE

WH1 10 to Sobhasan CTF

State : Gujarat District Mehsana Taluka : Mehsana

Village	Block No.	Hectare	Are	Centiare
1	2	3	4	5
KUKAS	276	0	02	70
	283	0	13	20
	289	0	07	75
	290	0	01	00
	303	0	03	45
	303	0	08	25
	300	0	18	45
	299	0	19	65
	cart-track	0	00	40
	307	0	00	20
	309	0	12	45
	310/P	0	49	05
	311	0	13	70
	312	0	10	05
	313	0	21	00
	314	0	11	55
	cart-track	0	00	60
	320	0	18	75
SOBHASAN	84	0	04	00
	83	0	02	10
	82	0	03	15
	81	0	07	90
	cart-track	0	00	25
	65	0	04	15
	66	0	02	95
	67	0	02	15
	68	0	03	50
	64	0	00	35
	39	0	02	65
	60	0	00	75
	44	0	00	70
	45	0	02	85
	46/1/B	0	02	10
	43	0	00	50
	47	0	04	40
	cart-track	0	00	25
	31	0	08	00
	cart-track	0	01	40
	29	0	01	95
HEBUVA	96	0	05	25
	100	0	02	45
	cart-track	0	00	45
	99	0	06	75
	106	0	04	10
	cart-track	0	00	15
	109	0	10	15
	112	0	02	25
	116	0	03	50
	117	0	03	60
	118	0	00	15
	cart-track	0	00	20
	167	0	00	15
	166	0	04	95
	cart-track	0	00	30
	165	0	05	50
	160	0	03	60
	288	0	01	05
	178	0	00	15
PUNASAN	126	0	06	30
	127	0	06	05
	116	0	01	60
	115	0	01	40
	114	0	03	00
	113	0	00	80
	134	0	04	50
	130	0	06	1
	133	0	07	50
	82	0	02	10

[No. 12016/9/80-Prod.I]

T. N. PARAMESWARAN Under Secy.

कृषि मंत्रालय

(खाद्य विभाग)

नई दिल्ली, 22 अप्रैल, 1981

का० आ० 1323:—केन्द्रीय भाण्डागारण निगम, भाण्डागारण निगम अधिनियम, 1962 (1962 का 58) की धारा 42 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार की पूर्व मंजूरी से, केन्द्रीय भाण्डागारण निगम (कर्मचारीवृन्द) विनियम, 1966 का और संशोधन करने के लिए निम्नलिखित विनियम बनाता है, अर्थात् :—

1. (1) इन विनियमों का संक्षिप्त नाम केन्द्रीय भाण्डागारण निगम (कर्मचारीवृन्द) (द्वितीय संशोधन) विनियम, 1981 है।

(2) ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे।

2. केन्द्रीय भाण्डागारण निगम (कर्मचारीवृन्द) विनियम, 1966 के विनियम 15 के उपविनियम (2) के अधीन दी गई सारणी में, प्रवर्ग "ग" के नीचे शहर या नगर से संबंधित प्रविष्टियों के स्थान पर, निम्नलिखित प्रविष्टियां रखी जाएंगी :—

(1)	(2)
"ग" चण्डीगढ़	वेतन का 15 प्रतिशत
ग (चण्डीगढ़ से भिन्न)	वेतन का 7½ प्रतिशत"।

[फा० सं० 6-21/80-एस जी]

ए० के० गर्दे, उप सचिव

MINISTRY OF AGRICULTURE

(Department of Food)

New Delhi the 22nd April, 1981.

S.O. 1323:—In exercise of the powers conferred by section 42 of the Warehousing Corporations Act, 1962 (58 of 1962), the Central Warehousing Corporation with the previous sanction of the Central Government hereby makes the following regulations further to amend the Central Warehousing Corporation (Staff) Regulations, 1966 namely :—

1. (1) These Regulations may be called the Central Warehousing Corporation (Staff) (Second Amendment) Regulations 1981

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In the Central Warehousing Corporation (Staff) Regulations, 1966, in regulation 15 in the Table given under sub-regulation (2) for entries relating to class of city or town under category C the following entries shall be substituted : —

(1)	(2)
"C—Chandigarh	15% of pay
C—(excepting Chandigarh)	7½ % of pay".

[F. No. 6-21/80-S.G.]

A. K. GARDE, Dy. Secy.

इस्पात और खान मंत्रालय

(इस्पात विभाग)

नई दिल्ली, 16 अप्रैल, 1981

का० आ० 1324—वार्द्धक्य प्राप्त करने पर इंडियन आयरन एंड स्टील कम्पनी (शेयरों का अर्जन) अधिनियम, 1976 के अन्तर्गत संदाय आयुक्त के कार्यालय में सहायक संदाय आयुक्त श्री बिमलेन्दु कर ने, 28-2-1981 के अपराह्न से अपने पद का कार्यभार छोड़ दिया है।

[मिसिल सं० 8(108) 76-के०आई०(ii)]

ते० वा० नायर, उप-सचिव

MINISTRY OF STEEL & MINES

(Department Of Steel)

New Delhi, the 16th April, 1981

S.O. 1324.—Consequent on his superannuation, Shri Bimalendu Kar, relinquished charge of the post of Assistant Commissioner of payments in the office of the Commissioner of Payments under the Indian Iron and Steel Company (Acquisition of Shares) Act, 1976, with effect from 28-2-1981 (AN).

[File No. 8(108)/76-KI (ii)]

T. V. NAYAR, Dy. Secy.

निर्माण और आवास मंत्रालय

(निर्माण प्रभाग)

नई दिल्ली, 18 अप्रैल, 1981

का० आ० 1325.—राजघाट समाधि अधिनियम, 1951 (1951 का 41) की धारा 4 की उपधारा (2) के अंतर्गत प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार श्री उमाशंकर दीक्षित के त्यागपत्र देने के कारण उनके स्थान पर श्री कमलापति त्रिपाठी, संसद सदस्य को राजघाट समाधि समिति का अध्यक्ष नियुक्त करती है और एतद्द्वारा भारत सरकार निर्माण और आवास मंत्रालय के 24 दिसम्बर, 1977 की अधिसूचना में निम्नलिखित आगे और संशोधन करती है ; नामत. :—

उक्त अधिसूचना में पैरा (2) के लिए निम्नलिखित पैरा प्रतिस्थापित किया जाएगा, नामत. :—

"(2) केन्द्रीय सरकार, एतद्द्वारा श्री कमलापति त्रिपाठी, संसद सदस्य को राजघाट समाधि समिति का अध्यक्ष नियुक्त करती है और उक्त अधिनियम की धारा 4 की उपधारा (2) के अन्तर्गत उनको समिति का सदस्य समझा जायेगा।"

[सं० 25012/1/80-निर्माण 3]

जे० ए० समद, उप सचिव

MINISTRY OF WORKS AND HOUSING

(Works Division)

New Delhi, the 18th April, 1981

S.O. 1325.—In exercise of the powers conferred by sub-section (2) of section 4 of the Rajghat Samadhi Act, 1951, (41 of 1951), the Central Government hereby appoints Shri Kamlapati Tripathi, M.P., as the Chairman of the Rajghat Samadhi Committee vice Shri Umashankar Dikshit, resigned and hereby makes the following further amendment in the notification of the Government of India in the Ministry of Works and Housing No. 25012/3/72-W3 dated 24th December, 1977, namely :—

In the said notification, for paragraph (2), the following paragraph shall be substituted, namely :—

'(2) The Central Government hereby appoints Shri Kamlapati Tripathi, M.P., as the Chairman of the Rajghat Samadhi Committee and under sub-section (2) of section 4 of the said Act, he shall be deemed to be a member of the Committee."

[No. 25012/1/80-W 3]

J. A. SAMAD, Dy. Secy.

पूर्ति और पुनर्वास मंत्रालय

(पूर्ति विभाग)

नई दिल्ली, 15 अप्रैल, 1981

का० आ० 1326—मूलभूत नियमों के नियम 45 के अनुसरण में राष्ट्रपति, एतद्द्वारा पूर्ति तथा निपटान महानिदेशालय (टाटानगर, जमशेदपुर, बर्णपुर तथा कुल्टी के निरीक्षण कार्यालयों में कर्मचारियों को सरकारी आवास के लिए आवंटन) नियम, 1966 में संशोधन करने हुए निम्नलिखित नियम बनाते है अर्थात्—

1. (1) ये नियम पूर्ति तथा निपटान महानिदेशालय के (टाटानगर, जमशेदपुर, बर्णपुर तथा कुल्टी के निरीक्षण कार्यालयों में कर्मचारियों को सरकारी आवास के लिए आवंटन) संशोधन नियम, 1981 कहे जायेंगे।

(2) ये सरकारी राजपत्र में अपने प्रकाशन की तारीख से लागू माने जायेंगे।

2 पूर्ति तथा निपटान महानिदेशालय के एस० आर० 317-आर-17(टाटानगर, जमशेदपुर, बर्णपुर तथा कुल्टी के निरीक्षण कार्यालयों में कर्मचारियों को सरकारी आवास के लिए आवंटन) नियम, 1966 के उपनियम (1) के स्थान पर निम्नलिखित उपनियम प्रतिस्थापित किया जाए, अर्थात्—

"(क) यदि कोई अधिकारी जिसे सरकारी आवास आवंटित है, उसे नौकरी से हटाया या पदच्युत या सेवा निवृत्त किया जाता है या वह त्यागपत्र देता है या बिना अनुमति के सेवा से अनुपस्थित हो जाता है तो उसके आवास के आवंटन को निम्नलिखित तारीख से रद्द माना जायेगा —

(1) उसके हटाए जाने या पदच्युत करने या त्यागपत्र देने, जैसा भी मामला हो, के एक मास के पश्चात।

(2) उसके निवर्तन की तारीख या ड्यूटी से अनुपस्थित होने की तारीख से दो मास तक।

(3) जिस तारीख को आवास खाली करना है, इनमें जो भी पहले हो।"

[फाइल सं० डी० 11031/7/80-स्थापना-2]

सी० एन० रामन, अवर सचिव

MINISTRY OF SUPPLY AND REHABILITATION

(Department of Supply)

New Delhi, the 15th April, 1981

S.O. 1326.—In pursuance of rule 45 of the Fundamental Rules, the President hereby makes the following rules further to amend the Directorate General of Supplies and

Disposals (Allotment of Government residences for employees of Inspection Offices at Tatanagar, Jamshedpur, Burnpur and Kulti) Rules, 1956, namely :—

1. (1) These rules may be called the Directorate General of Supplies and Disposals (Allotment of Government residences for employees of Inspection Offices at Tatanagar, Jamshedpur, Burnpur and Kulti Amendment Rules, 1981.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In S. R. 317-R-17 of the Directorate General of Supplies and Disposals (Allotment of Government residences for employees of Inspection Offices at Tatanagar, Jamshedpur, Burnpur and Kulti) Rules, 1966, for sub-rule (1), the following sub-rule shall be substituted, namely :—

"(1) If the officer to whom a residence is allotted is removed, or dismissed, or retires, or resigns, or absents himself without permission from service, the allotment to him of the residence shall be cancelled with effect from—

(i) one month after the date of his removal or dismissal or resignation, as the case may be; or

(ii) two months from the date of his retirement or absence from duty; or

(iii) the date on which the residence is vacated, whichever is earlier.

[File No. D. 11031/7/80-ES II]

C. N. RAMAN, Under Secy.

रेल मंत्रालय

(रेलवे बोर्ड)

नई दिल्ली, 15 अप्रैल, 1981

का० आ० 1327—7-2-1981 के भारत सरकार के राजपत्र के भाग II, खंड 3 के उप खंड (2) में एस० ओ० सं० 471 के साथ प्रकाशित 21-1-1981 की समसंख्यक अधिसूचना में आंशिक आशोधन करके दावा आयुक्त का मुख्यालय "कानपुर" जैसा कि अधिसूचित किया गया है, के स्थान पर संशोधित करके "इलाहाबाद" पढ़ा जाये।

[सं० 80/ई० (ओ) II/I/4]

हिम्मत सिंह, सचिव रेलवे बोर्ड एवं

भारत सरकार के पदेन संयुक्त सचिव

MINISTRY OF RAILWAYS

(Railway Board)

New Delhi, the 15th April, 1981

S.O. 1327.—In partial modification to the notification of even number dated 21-1-1981 published in Part II subsection (ii) of Section 3 of the Government of India Gazette dated 7-2-1981 with S. O. No. 474, the headquarters of the Claims Commissioner may be amended to read as "Allahabad" instead of "Kanpur" as notified.

[No. 80/E(D). II/1/4]

HIMANT SINGH, Secy. Rly. Board and ex. Officio Jt. Secy.

श्रम मंत्रालय

आदेश

नई दिल्ली, 23 फरवरी, 1981

का० आ० 1328—केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषय के बारे में भारतीय स्टेट बैंक से सम्बद्ध एक औद्योगिक विवाद नियोजकों और उनके कर्मकारों के बीच विद्यमान है ;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है ;

अतः, केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उपधारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री जी० एस० बरोत होंगे, जिनका मुख्यालय अहमदाबाद में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

क्या भारतीय स्टेट बैंक, स्थानीय प्रधान कार्यालय भद्रा, अहमदाबाद, के प्रबंध मंडल की श्री वीरेन्द्र कुमार, चुनीलाल धोबी, अधीन कर्मचारीवृन्द की सेवाओं को 31-8-78 से समाप्त करने की कार्रवाई न्यायोचित है ? यदि नहीं, तो संबंधित कर्मकार किस अनुतोष का हकदार है।

[सं० एल०-12012/7/80-डी० 2(ए)]

MINISTRY OF LABOUR

ORDERS

New Delhi, the 23rd February, 1981

S.O. 1328.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the State Bank of India and their workman in respect of the matter specified in the Schedule hereto annexed.

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication ;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri G. S. Baroi shall be the Presiding Officer, with headquarters at Ahmedabad and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

Whether the action of the management of State Bank of India, Local Head Office, Bhadra, Ahmedabad in terminating the services of Shri Virendra Kumar Chunilal Dhobi, sub-staff with effect from 31-8-78 is justified ? If not, to what relief the workman concerned entitled ?

[No. L-12012/7/80-D.II(A)]

का० आ० 1329—केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषय के बारे में स्टेट बैंक आफ मैसूर, बंगलौर से संबंद्ध एक औद्योगिक विवाद नियोजकों और उनके कर्मकारों के बीच विद्यमान है ;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है ;

अतः, केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उपधारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री एच० शंभुखप्पा होंगे, जिनका मुख्यालय बंगलौर में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

क्या स्टेट बैंक आफ मैसूर, बैंगलौर के प्रबंध मंडल की श्री एस० एम० कोदनदरमा रेड्डी भूतपूर्व मुख्य रोकडिया को 19-8-1976 से पदच्युत करने की कार्रवाई न्यायोचित है ? यदि नहीं, तो संबंधित कर्मकार किस अनुतोष का हकदार है ?

[सं० एल-12012(37)/80-डी० II(ए)]

S.O. 1329.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the State Bank of Mysore, Bangalore and their workman in respect of the matter specified in the Schedule hereto annexed ;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now therefore, in exercise of the powers conferred by section 7A, and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri H. Shanmukhappa shall be the Presiding Officer, with headquarters at Bangalore and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

Whether the action of the management of State Bank of Mysore, Bangalore in dismissing Shri S.M. Kodandaruma Reddy, Ex-Head Cashier with effect from 19-8-1976 is justified ? If not, to what relief is the workman concerned entitled ?

[No. L-12012(37)/80-D.II(A)]

New Delhi, the 10th April, 1981

S.O. 1330.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, New Delhi, in the Industrial dispute between the employees in relation to the management of Punjab National Bank, Ludhiana, and their workman, which was received by the Central Government on the 6th April, 1981.

BEFORE SHRI MAHESH CHANDRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT

I. D. No. 69 of 1979

In re : State : Punjab

The President, Punjab National Bank Employees Union (Regd.), 42, Ashok Nagar, Ludhiana.—Petitioner.

Versus

The Regional Manager, Punjab National Bank, 39-B, Shrabha Nagar, Ludhiana.—Respondent.

AWARD

The Central Government as appropriate Government vide its order No. L-12012/47/79-D. II(A) dated the 14/15th December, 1979 referred an Industrial Dispute u/s 10 of the I.D. Act to this Tribunal in the following terms :

"Whether the action of the management of Punjab National Bank (Regional Office), Ludhiana in inflicting punishment of stoppage of increment for six months upon Shri Vijay Kumar, Clerk-cum-Cashier in terms of clause 19.8 of Bipartite Settlement is justified ? If not to what relief is the workman concerned entitled?"

2. On receipt of the reference it was ordered to be registered and usual notices were sent to the parties. In pursuance of the said notice a statement of claim was filed on behalf of the workman. Whereafter a written statement was filed and finally replication wise filed. Upon the pleadings of the parties following two issues were framed by me vide my order dated 20-9-1980

1. What is the effect of promotion of the workman on this reference ?

2. As in order of reference

3. Thereafter the case was fixed for evidence of workman but before any evidence could be recorded the parties came forward with the following statement :

'We tender Ex. W/1. The parties have arrived at a settlement. Award be passed in terms of Ex. W/1.

4. In view of the above statement of the parties, the award is hereby made in terms of Ex. W/1 and the settlement Ex. W/1 shall form part of the award. Parties are however left to bear their own costs.

Further Ordered :

That requisite number of copies of this award may be sent to the appropriate Government for necessary action at their end.

Camp : At Chandigarh.

Dated : the 13th March, 1981.

MAHESH CHANDRA, Presiding Officer.

[No. L-12012/74/79-D.II(A)]

BEFORE THE PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT CAMP CHANDIGARH

In the matter of Reference No. L-12012/47/79-D.II.A.

Case No. 69 of 1979

Vijay Kumar—Workman.

Vs.

Punjab National Bank—Employer.

Most respectfully showeth :

Whereas an Industrial dispute between the parties named above has been referred to your Hon'ble Court for adjudication u/s 10 of the Industrial Disputes Act 1947. Terms of reference in the above dispute are as under :—

"Whether the action of the Management of Punjab National Bank (Regional Office, Ludhiana) in inflicting punishment of stoppage of increment for 6 months upon Shri Vijay Kumar, Clerk-cum-Cashier in terms of para 19.8 of Bipartite Settlement is justified ? If not, to what relief the workman concerned is entitled."

Without going into the merits of the dispute, the parties have resolved to settle the dispute in full and final settlement on the following terms and conditions :—

Anniversary increment of Shri Vijay Kumar shall be released from the original date of increment in the years subsequent to the year in which the punishment of stoppage of increment for 6 months was confirmed. Arrears, if any, will be paid.

It is, therefore, payed that Consent Award be granted.

For and on behalf of Punjab National Bank
Sd/- Illegible
Regional Manager.
Sd/-

For Punjab National Bank Employees Union Pb. Regd.
Sd/- Illegible

S.O. 1331.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, New Delhi, in the industrial dispute between the employers in relation to the management of Punjab National Bank, Ludhiana, and their workman, which was received by the Central Government on the 6th April, 1981.

BEFORE SHRI MAHESH CHANDRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, NEW DELHI

I.D. No. 3 of 1980

In re :

The President, Punjab National Bank, Employees' Union (Regd.), 42, Ashok Nagar, Ludhiana. —Petitioner.

Versus

The Regional Manager, Punjab National Bank, 39-B, Shrbha Nagar, Ludhiana. —Respondent.

AWARD

The Central Government as appropriate Government vide its order No. L-12012/95/79/D. II.A dated the 18th January, 1980 referred an Industrial Dispute u/s 10 of the I.D. Act, 1947 to this Tribunal in the following terms .

"Whether the action of the management of Punjab National Bank in not allowing Shri Pishori Lal Gupta, special Assistant at Branch Office Jagraon of Punjab National Bank to officiate on the post of Accountant for the period from 7-8-1978 to 11-9-1978 is justified? If not, to what relief is the workman concerned entitled ?"

2. On receipt of the reference it was ordered to be registered and usual notices were sent to the parties. In pursuance of the said notice a statement of claim was filed on behalf of the workman. Whereafter a written statement was filed and finally a replication was filed. But before any issues could be framed the management side filed a letter stating that the matter has been compromised and the workman has been paid Rs. 200 in satisfaction of this claim in this reference. It was thereafter that the case was fixed for recording of the statement of parties representatives on 13th March, 1981 and today when both the parties appeared before me, the statement of parties representatives was recorded as under :

'The matter has been compromised. A no dispute award be made.'

3. In view of the above statement and in view of the circumstances of the case I have no other alternative but to award a no dispute award in this matter and it is hereby awarded accordingly. Parties are however left to bear their own costs in the peculjar circumstances of the case.

Further Ordered :

That requisite number of copies of this award may be sent to the appropriate Government for necessary action at their end.

MAHESH CHANDRA, Presiding Officer

(Camp : At Chandigarh).

Dated the 13th March, 1981.

[No. L-12012/95/79-D.II(A)]

N. K. VERMA, Desk Officer.

आदेश

नई दिल्ली, 4 मार्च 1981

का० आ० 1332—केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषय के बारे में उपाबन्ध 1 में दिए गए नियोजकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है ;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है ,

अतः, केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उपधारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री एम० वी० गंगाराजू होंगे, जिनका मुख्यालय भुवनेश्वर में होगा और उक्त विवाद को उक्त औद्योगिक अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

क्यों कियोंझर माइन्स एंड फोरेस्ट वर्कर्स यूनियन की उपबन्ध में उल्लिखित लोहा अयस्क खानों में नियोजित अकुशल कर्मकारों के लिए 400 रुपये के मासिक वेतन और मात्रानुपाती दर से मजदूरी प्राप्त करने वाले कर्मकारों के लिए मजदूरी में आनुपातिक वृद्धि की मांग न्यायोचित है ? यदि हाँ, तो कर्मकार किस अनुतोष के हकदार हैं ?

[सं० एल०-26011/18/80-डी-III (बी)]

के० के० हाण्डा, अवर सचिव

उपाबन्ध-I

नियोजकों और खानों की सूची

1. अधीक्षक,
उड़ीसा मिनरलस डवलपमेंट कम्पनी लिमिटेड,
डाकघर ठाकुरानी, खाया-बारबिल-35, कोंझर.

2. प्रबन्धक,
ठकुरानी आयरन माइन मोहम्मद सिराजुद्दीन एंड कम्पनी,
डाकघर ठकुरानी, जिला कोंझर.

3. ज्येष्ठ क्षेत्रीय प्रबन्धक,
उड़ीसा माइनिंग कारपोरेशन लिमिटेड,
डाकघर बारबिल, जिला कोंझर

4. क्षेत्रीय प्रबन्धक,
गंधामार्दन आयरन माइन्स आफ, उड़ीसा माइनिंग कारपोरेशन लिमिटेड,
डाकघर सुआकटी, जिला कोंझर,

5. वाणिज्य कार्यपालक,
मैसर्स एस० लाल एंड कम्पनी,
डाकघर बारबिल, जिला कोंझर।

6. प्रबन्धक,
के० एन० राम की रोंझडा आयरन माइन्स,
डाकघर बारबिल, जिला कोंझर।

7. प्रशासन अधिकारी,
हिन्दुस्तान जनरल इलैक्ट्रिकल कारपोरेशन लि०,
डाकघर बारबिल, कोंझर।

8. प्रबन्धक,
एम० एच० रहमान की गुआली आयरन माइन्स,
डाकघर गुआली, जिला कोंझर।

9. मैसर्स अर्जुन लाधा,
डाकघर चायबासा, जिला सिंहभूम

10. मैसर्स एम० सी० पाधी,
खान स्वामी, डाकघर जोड़ा, जिला कोंझर

11. प्रबन्धक,
मैसर्स आर० एस० वी० देव की भुरगुटुरिया आयरन माइन्स,
डाकघर बारबिल, जिला कोंझर।

12. प्रबन्धक,
मैसर्स के० एम० सी० की जलहरी आयरन माइन्स,
डाकघर बन्सपानी, जिला कोंझर,

13. प्रबन्धक,
मैसर्स एच० जी० पाण्डया की जजंग आयरन माइन्स,
डाकघर बारबिल, जंजग, जिला कोंझर।

34. मैसर्स रुंगटा माइन्स प्राइवेट लिमिटेड,
डाकघर चायबासा, जिला सिंहभूम ।

15. मैसर्स मांगीलाल रुंगटा,
डाकघर चायबासा-833201, जिला सिंहभूम।

ORDER

New Delhi, the 4th March, 1981

S.O. 1332.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the employers in Annexure I and their workmen in respect of the matter specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powrs conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Government hereby constitutes an Industrial Tribunal of which Shri M. V. Gangaraju shall be the Presiding Officer, with headquarters at Bhubaneswar and refers the said cispute for adjudication to the said Tribunal.

SCHEDULE

"Whether the demand of Keonjhar Mines & Forest Workers Union for a monthly salary of Rs. 400 for the unskilled workmen and pro-rata increase of wages for the piece-rated workers employed in the iron ore mines mentioned in the Annexure is justified? If so, to what relief are the workmen entitled ?"

[No. L-26011/18/80-D.III(B)]

K. K. HANDA, Under Secy.

ANNEXURE-I

LIST OF EMPLOYERS AND MINES

1. The Superintendent, Orissa Minerals Development Company Limited, P.O. Thakurani. Via-Barbil-35, Keonjhar.
2. The Manager, Thakurani Iron Mine of Md. Serajudin & Co., P.O. Thakurani, Distt. Keonjhar.
3. The Sr. Regional Manager, Orissa Mining Corporation Ltd., P.O. Barbil, District Keonjhar.
4. The Regional Manager, Gandhamardan Iron Mines of Orissa Mining Corporation Ltd., P.O. Suakati, District Keonjhar.
5. The Commercial Executive, M|s. S. Lal & Co., P.O. Barbil, District Keonjhar.
6. The Manager, Roida Iron Mines of K. N. Ram, P.O. Barbil, District Koonjhar.
7. The Administrative Officer, Hindustan General Electrical Corporation Ltd., P.O. Barbil, Keonjhar.
8. The Manager, Guali Iron Mines of M. H. Rahman P.O Guali, District Keonjhar.
9. M/s. Arjun Ladha, P.O. Chaibasa, District Singhbhum.
10. M/s. S. C. Padhee, Mine Owner, P.O. Joda, District Keonjhar.
11. The Manager, Suguturia Iron Mines of M/s. R S.B. Deo, P.O. Barbil, District Keonjhar
12. The Manager, Jalhari Iron Mines of M/s. K.M.C., P.O. Banspani, District Keonjhar.
13. The Manager, Jajang Iron Mines of M|s. K.M.C., ya, P.O. Barbil/Jajang, District Keonjhar.
14. M/s. Rungta Mines Pvt. Ltd., P.O Chaibasa, District Singhbhum.
15. M/s. Mangilal Rungta, P.O. Chaibasa-833 201, District Singhbhum.

New Delhi, the 23rd April, 1981

S.O. 1333.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 2), Dhanbad in the industrial dispute between the employers in relation to the management of Jaduguda Uranium Mines of M/s. Uranium Corporation of India Ltd., Jaduguda Mines, Distt. Singhbhum and their workmen, which was received by the Central Government on the 8-4-1981.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) DHANBAD

Reference No. 59 of 1979

In the matter of an industrial dispute under S. 10(1)(d) of the Industrial Disputes Act, 1947.

PARTIES :

Employers in relation to the management of Jauguda Uranium Mines of Messrs Uranium Corporation of India Limited, Jaduguda Mines, District Singhbhum

AND

Their workmen.

APPEARANCES :

On behalf of the employees.—Shri Ashok Sarkar, Advocate.

On behalf of the workmen.—Shri S. Bose, Secretary, Rashtriya Colliery Mazdoor Sangh, Dhanbad.

STATE : Bihar. INDUSTRY : Uranium.

Dhanbad, 31st March, 1981

AWARD

This is a reference under S. 10 of the I.D. Act, 1947. The Central Government by its notification No. L-29011/6/75-D.O. 3(B)/D.IV(B) dated 3-9-1975 has referred this dispute to this Tribunal for adjudication on the following terms :

SCHEDULE

"Whether the action of the management of Jaduguda Uranium Mines of Messrs Uranium Corporation of India Limited, Jaduguda Mines, District Singhbhum in dismissing Shri Chandreshwar Rai, Helper 'C' Mill Division Jaduguda Mines with effect from the 3rd August, 1974 was justified ? If not to what relief is the said workman entitled ?"

2. The concerned workman Shri Chandreshwar Rai happened to be a helper 'C' Mill Division, Jaduguda Mines. On 11-4-74 at about 7.15 A.M a security guard Shri Satish Kumar detected that the concerned workman was going on a cycle containing a bag. On suspicion he was taken to the main gate of the mine where he was searched. The bag contained electrical equipment belonging to the company. A seizure list was prepared. On the basis of this seizure a charge-sheet was submitted against the concerned workmen. The defence taken by the concerned workman was that the bag had been handed over to him by Shri Satish Kumar to be taken to the railway station, Raksha Mines. But when he reached in front of the police station the same Satish Kumar hauled him up and took him to the main gate. The explanation of the concerned workman was found to be not satisfactory and departmental enquiry was held which concluded on 28-5-74. The concerned workman was found to be guilty of the charge and he was dismissed from service. An industrial dispute was raised leading to this reference.

3. This case had been referred to the Central Government Industrial Tribunal (No. 3) Dhanbad from where it was received in this tribunal on transfer. The enquiry has been found to be not fair and proper and therefore fresh evidence was taken in this court. I will presently go to examine if the charges framed against the concerned workman had been satisfactorily proved so as to justify the order of dismissal.

4. The charge-sheet, Ext. M1 shows that the concerened workman on 11-4-74 at 7.30 A.M was found in possession of 6 items of electrical goods. In the first item there are electrical bulbs and in the other 5 items are H.R.C. fuges. The concerned workman was charged with the theft of property belonging to the company. The show cause is Ext. M2 which has not denied the recovery of these articles from the custody of the concerned workman. The concerned workman's case was that on 11-4-74 at 7.15 A.M. he was going to Tatanagar with his personal work on a cycle when he noticed Shri Satish Kumar with a bag. Shri Satish Kumar told him to carry that bag upto Rakha Mines station which would be taken by one Shri Dinesh Thakur there. The concerned workman in his simplicity took the bag on his cycle and proceeded to take his break-fast in a hotel. After about 10 minutes when he was going on the P.W.D. road towards station Shri Satish Kumar hauled him up along with some other security people on the ground that he was carrying elecetrical goods of the company on his cycle. He was then searched at the main gate and the articles were recovered from his bag.

5. The question of fairness of the enquiry was considered as a preliminary point in this reference. It was found that the enquiry officer had followed the correct procedure, but the Tribunal was of the opinion that it was not explained as to how the concerned workman was able to come out with the materials without being detected at the gate. It was also not explained as to how he could carry the materials upto the weekly market gate where he was detected. Now let us consider the evidence adduced in this case. MW-1 was the enquiry officer who proved the documents relating to the enquiry. MW-2 Shri Satish Kumar has given the details of the occurance. He found Shri Chandreshwar Rai going from the colony side and he challenged him on suspicion. The concerned workman first resisted and when he got assistance from one Shri Sharma of B.M.P. he was taken to the main gate. The sub-Inspector Shri J. K. Pahari prepared the seizure list over which the witness put his signature, Ext. M10 and the concerned workman Shri Chandreshwar Rai put his signature Ext. M11. The witness identified the materials.

MW-3 Shri J. K. Pahari has said that he has prepared the seizure list over which his signature is Ext. M 12. He has further said that the names of the electrical articles were supplied by Shri Chandreshwar Rai. MW-4 Shri Surendra Singh head security guard has come to say that Shri Satish Kumar was working under him in the Intelligent Wing of the organisation and he was doing his duty in plain clothes. He had reached the spot on hearing haulla and he asked Shri Satish Kumar to take Shri Chandreshwar Rai, the concerned workman to the main gate. MW-5 is Capt. N. S. Yadav who was officer-in-Charge of Jadagude C.I.S.F. This organisation according to him looks after Jadugude Mines and township. On 11-4-74 he came to the office at 9.30 A.M. when Shri Pahari, Sub-Inspector came to him and told that the security staff had recovered electrical goods from Shri Chandreshwar Rai which have been seized by him. At the same time an officer of the company named Shri Rai Sahib came to him and identified the electrical goods as the property of the company. He has identified the articles and the list, Ext. M7. He made the report to the Personnel Manager. The report is Ext. M13. MW-6, Shri Kedernath Sharma was another security guard and he has corroborated the story and identified the articles. MW-7 is Shri Dineshwar Thakur who is an electrical helper B. He says that on 11-4-74 he was in general shift duty which is from 7 A.M. to 12 noon & from 2 to 5 P.M. On that day he was on duty and had no programme to go to Jamshedpur. He did not give any electrical materials to Shri Satish Kumar on that day. His duty punch card is Ext. M14, and the duty punch card of Shri Chandreshwar Rai is Ext. M15. The fuges were shown to the witness and he says that they were used in electrical machines and not intended for domestic use. The 5 sockets were used in fixing in motors. The two small sockets were also parts of motors. About the 4 bulbs the witness has said that these could be used for domestic purposes. Similarly the combind plug and swiich are also used for domestic purpose and are used also in industry. The witness has said that the articles which are exhibited here are used in Uranium-Corporation of India Limited.

6. MW-8 is Shri Amiya Ranjan Roy. He used to be the Assistant Superintendent, Electricals upto 1974 and Deputy Superintendent thereafter. He looks after the electrical section of UCIL. On 11-4-74 he was called by the Manager (P&A) to identify some electrical goods which had been seized at about 10 A.M. he went to the control room of the CISF to see the seized materials. He verified the materials with the seizer list. Shri Yadav and Sri Pahari showed him the seizer list and the articles. The materials were identified by him. His evidence is that the 5 fuses are used in industry only. There are bigger sockets and two smaller sockets which are also used in industry. The combined socket switch is used in industry as well as for domestic use. The 4 bulbs are used for domestic use as well as for industry. At Jadaguda there is no other industry except UCIL. The items which had been seized are ordinarily used in UCIL. The witness has further said that in 1974 or even now there is no electrical shop at Jadaguda or at Ghatsila. The fuses which had been seized are used for protection of electrical motors. H.R.C. means high rupturing capacity. Sockets which had been seized are also not easily available in market and are available only on order from the company or authorised dealers. The witness has further said that these articles belonged to UCIL because these are ordinarily used in UCIL and are not ordinarily available in open market. The UCIL obtain the articles like the seized articles through the purchase order. The witness has shown 7 such purchase orders which are Exts. M16, M16/1 to M16/6. After purchase the materials are sent to the stock under receiving voucher. Six of such vouchers had been signed by Shri Siram Sharma, store keeper, which are Ext. 17 to M17/5. The materials are taken out from the store on requisition by the foreman and electrical engineer. Shri Chandreshwar Rai, the concerned workman had received from the store electrical goods under these two requisition slip by issue vouchers. This bears his signature which are marked Exts. M18 and M18/1. The brother of Shri Chandreshwar Rai named Shri Mohit Roy is an electrician in UCIL, and Ext. M18/2 bears his signature. The witness has further said that the foreman keeps in his custody the electrical parts requisitioned from the store and issues to the electricians and the helpers such parts as are required. The witness has further said that such electrical goods which had been seized are frequently missing. The management have tried to make checks in order to minimise such loss es. But even then to some extent materials are missing.

7. Shri S. K. Banerjee, MW-9 was the Personal Assistant to the Manager. He has proved a circular Ext. M19 signed by Shri Malhotra the managing Director of UCIL. He has also proved a cyclostyled copy of a circular, Ext. M20. The dismissal order concerning Shri Chandreshwar Rai has been proved by him and marked Ext. M21.

8. The sum and substance of the evidence is that a bag containing bulbs and fuses were detected to be in possession of Shri Chandreshwar Rai the concerned workman and these were seized by the Sub-Inspector, Security force Shri Pahari under a seizer list. Shri Chandreshwar Rai used to work on the electrical side of the factory and he had access to these electrical goods. Shri Chandreshwar Raj in his defence did not assert that these articles did not belong to the company. He simple plea was that he had been a victim of a scheme drawn up by Shri Satish Kumar the security guard. But Shri Chandreshwar Rai has been examined as WW-1 here. He has said in this court that he and Shri Satish Kumar had not been on friendly terms from before the date of occurance, and he had quarrel with Shri Dineshwar Thakur from before the date of occurance. He has further said that Shri Satish Kumar had been enemical terms with him. The concerned workman thereore has by his own statement rejected his own defence. Since Shri Satish Kumar and Shri Dineshwar Thakur were on enemical to him, he could not be expected to agree to carry a jhola at the request of Shri Satish Kumar to hand over the same to Shri Dineshwar Thakur. It means that Shri Chandreshwar Rai has no defence against detection of electrical goods with him. It further appears that in the show cause he simply took a false plea in order to explain the possession of these articles with him.

9. It has been explained by the witnesses of the management that Shri Chandreshwar Rai and other electricians carry the electrical articles for use in the company. It is likely that such small parts could be concealed on their person while passing the main gate. It is not likely that the entire bunch of articles recovered could be taken out of the main gate at one time. It is likely that pieces were taken out gradually and then finally removed from Jaduguda. The management has tried to show that Shri Chandreshwar Rai used to deal with these articles and it could be naturally presumed that he was the person who took them out from the factory. The articles which have been recovered are mostly fresh ones and only some of the fuses are used. The bulbs also are in working condition. The concerned workman is said to be going to Jamshedpur with these articles where he could have a market in order to sell them.

10. Thus, considering all aspects of this case I have to hold that the management has succeeded in provng the charge of theft of property against the concerned workman, I may mention that Shri Ashok Sarkar, Advocate representing the management submitted before me that the concerned workman has approached him for a fresh appointment and that he will try to help him with management in securing a job. Since Shri Sarkar, has shown interest in the case of the concerned workman for fresh employment. I am convinced in my own mind that a merciful attitude will be taken by the management of Uranium Corporation of India Limited. The concerned workman has been out of employment for several years after his dismissal and is said to be on the point of starvation. Since the hands of mercy are not unfettered in any manner, I will be happy to note that the management will consider his case for some employment. However since the reference has to be answered, I will answer it as follows:

11. I hold that the action of the management Jaduguda Uranium Mines of Messrs Uranium Corporation of India Limited, Jaduguda Mines, District Singhbhum, in dismissing Shri Chandreshwar Rai, Helper 'C' Mill Division, Jaduguda Mines with effect from the 3rd August, 1974 was justified.

This is my award.

J. P. SINGH, Presiding Officer

[No. L-29011/6/75-D. III(B)]

S.O. 1334.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal-cum-Labour Court, New Delhi in the industrial dispute between the employers in relation to the management of M/s. Jaipur Udyog Limited, Swai Madhopur and their workmen which was received by the Central Government on the 7-4-1981.

BEFORE SHRI MAHESH CHANDRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUAL-CUM-LABOUR COURT, NEW DELHI

I.D. No. 1 of 1981

STATE : Rajasthan

Shri Gour Hari Sardar, C/o S. D. Sardar,
D-66, Kolihan, Post Office Khetri,
District Jhunjhun, Rajasthan ...Petitioner

Versus

The Superintendent,
M/s. Jaipur Udyog Limited, P.O. Phalodi Quarry,
District Sawaimadhopur. ...Respondent.

AWARD

The Central Government as appropriate Government vide its order No. L-29012/1/79-D. III. B dated the 29th December, 1980 referred an Industrial Dispute u/s 10 of the I.D. Act to this Tribunal in the following terms :

> Whether the action of the management of M/s. Jaipur Udyog Limited, Post Office Phalodi Quarry, District Sawaimadhopur (Rajasthan) in terminating the Services of Shri Gour Hari Sardar on medical grounds was justified ? If not, to what relief is the concerned workman entitled ?'

2. On receipt of the reference it was ordered to be registered and usual notices were sent to the parties. In pursuance of the said notice the parties appeared before me and submitted that inadvertantly two reference orders have been received by this Tribunal in respect of same and similar matter. The reference received prior may therefore be only proceeded with and this subsequent reference by the appropriate Government is bad.

3. Keeping in view the fact that certainly a reference No. 142 of 1980 has already been registered and is under adjudication with this Tribunal, this fresh reference is barred and incompetent and accordingly it awarded in this reference that this subsequent reference is incompetent and not maintainable and hence rejected and dismissed. This is without prejudice to any award which may be passed in I.D. No 142 of 1980 between these parties. In the peculiar circumstances of this case parties are left to bear their own costs.

FURTHER ORDERED :

That requisite number of copies of this award may be sent to the appropriate Government for necessary action at their end.

Camp : At Jaipur
Dated : the 19th of March, 1981.

MAHESH CHANDRA Presiding Officer.

[No. L-29012/1/79-D. III(B)]

K. K. HANDA, Under Secy.

नई दिल्ली, 9 अप्रैल, 1981

का०आ० 1335.—बीड़ी कर्मकार कल्याण निधि नियम, 1978 के नियम 16 और नियम 3 के उप-नियम (2) के साथ पठित बीड़ी कर्मकार कल्याण निधि अधिनियम, 1976 (1976 का अधिनियम 62) की धारा 5 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, बिहार राज्य के लिए एक एक सलाहकार समिति गठित करती है, जिसके निम्नलिखित सदस्य होंगे और उक्त समिति का मुख्यालय निर्धारित करती है, अर्थात् :—

1. श्रम मंत्री, बिहार सरकार, बिहार — अध्यक्ष
2. कल्याण आयुक्त, श्रम कल्याण संगठन, श्रम मंत्रालय, 555ए 2, न्यू मैमफोर्डगंज, इलाहाबाद — उपाध्यक्ष
3. श्रमायुक्त, बिहार।
4. श्री समसुद्दीन खां, सदस्य, बिहार विधान सभा, 111-बी० ब्लाक धातकीडीह, जमशेदपुर। — नियोजकों के प्रतिनिधि
5. श्री मु० जमीलुद्दीन, प्रबन्ध निदेशक, मैसर्स एस० के० नसीरुद्दीन बीडी मर्चेन्टस लि०, सालुगंज बिहार शरीफ, नालंदा। — नियोजकों के प्रतिनिधि
6. श्री असीत कुमार विश्वास, मंत्री, चक्रधरपुर, बीडी एंड टोबेको मर्चेन्ट एसोसियेशन, चक्रधरपुर (सिंहभूम)। — कर्मचारी के प्रतिनिधि
7. श्री सुखनारायण सिन्हा, अध्यक्ष, बीडी मजदूर सभा, झाझा, मुंगेर। — कर्मचारियों के प्रतिनिधि
8. मो० शरुफुद्दीन, महामंत्री, बीडी वर्कर्स यूनियन बिहार शरीफ। — महिलाओं के प्रतिनिधि
9. श्रीमती मुक्तिदानी सुम्बरुई, सदस्य, बिहार विधान सभा, झींकपानी (सिंहभूम)।

2 केन्द्रीय सरकार उक्त समिति का मुख्यालय इलाहाबाद निर्धारित करती है।

[सं० एस-23018/5/81-खान-5]

आर० के० दास, अवर सचिव

New Delhi, the 9th April, 1981

S.O. 1335.—In exercise of the powers conferred by Section 5 of the Beedi Workers Welfare Fund Act, 1976 (Act 62 of 1976) read with sub-rule (2) of rule 3 and rule 16 of the Beedi Workers Welfare Fund Rules 1978 the Central Government hereby constitutes an Advisory Committee for the State of Bihar Consisting of following members and fixes the headquarters of the said committee namely :—

1. Labour Minister, Government of Bihar Patna. — Chairman
2. Welfare Commissioner, Labour Welfare Organisation, Ministry of Labour, 555-A/2 New Mumfordganj, Allahabad. — Vice-Chairman (ex-officio)

3.	Labour Commissioner Bihar Patna.	Member— ex-officio
4.	Shri Shamasuddin Khan MLA. 3-B Ghatindhi Jamshedpur.	Member
5.	Shri Mohamad Jamuldin Director M/s S.K. Naseerudin Beedi Merchants Ltd Salooganj Nalanda.	Employers representatives
6.	Shri Asit Kumar Biswas Secretary Chakradharpur Beedi Tobacco Merchants Association Chakradharpur (Singhbhum)	
7.	Shri Sukh Narayan Sinha President Beedi Mazdoor Sabha Jhajha Monghyr.	Workers representatives
8.	Md. Sharafuddin General Secretary Beedi Workers Union Bihar Sharif	
9.	Smt. Muktidani Sumbhrohi Member Legislative Assembly Bihar Jhinkpani Singhbhum.	Women—Member

2. The Central Government hereby fixes Allahabad as the headquarters of the said Advisory Committee.

[No. S/23018/5/81-MV]
R. K. DAS Under Secy.

नई दिल्ली, 9 अप्रैल, 1981

का० आ० 1336.—केन्द्रीय सरकार ने यह समाधान हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (ङ) के उपखंड (vi) के उपबन्धों के अनुसरण में भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का० आ० 2816 तारीख पहली अक्तूबर, 1980 द्वारा यूरेनियम उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 20 अक्तूबर, 1980 से छ मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था;

और केन्द्र सरकार की राय है कि लोकहित में उक्त कालावधि को छः मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है;

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (ठ) के उपखंड (vi) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 20 अप्रैल, 1980 से छः मास की और कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[सं० एस-11017/7/81-डी 1(ए)]

New Delhi, the 9th April, 1981

S.O. 1336.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provision of sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the notification of the Government of India in the Ministry of Labour No. S.O. 2816 dated the 1st October, 1980, service in the uranium industry to be a public utility service for the purposes of the said Act, for a period of six months, from the 20th October, 1980;

And whereas, the Central Government is of opinion that public interest requires hte extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the provision to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared Central Government hereby declares the said industry to be a public utility service for the purpose of the said Act, for a further period of six months from the 20th April, 1981.

[No. S. 11017/7/81[D.I.(A)]

नई दिल्ली, 16 अप्रैल, 1981

का० आ० 1137.—केन्द्रीय सरकार ने यह समाधान हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद, अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (ङ) के उपखण्ड (vi) के उपबन्धों के अनुसरण में भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का० आ० 3108, 28 अक्तूबर, 1980 द्वारा किसी भी तैल क्षेत्र की सेवा को उक्त अधिनियम के प्रयोजनों के लिए 10 नवम्बर, 1980 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था;

और केन्द्रीय सरकार की राय है कि उक्त कालावधि को छः मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है;

अतः अब औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (ङ) के उपखंड (vi) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 10 मई, 1980 से छः मास की और कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[सं० एस-11017/6/81-डी 1(ए)]
एल० के० नारायणन, अवर सचिव

New Delhi, the 16th April, 1981

S.O. .—Whereas the Central Government having been satisfied that th epublic interest so required had, in pursuance of the provisions of sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the notification of the Government of India in the Ministry of Labour No. S.O. 3108 dated the 28th October, 1980, the service in any oil field to be a public utility service for the purposes of the said Act, for a period of six months, from the 10th November, 1980;

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purposes of the said Act, for a further period of six months from the 10th May, 1981.

[No. S-11017/6/81-D.I(A)]
L. K. NARAYANAN, Under Secy.

New Delhi, the 16th April, 1981

S.O. 1338.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad, in the industrial dispute between the employers in relation to the management of Central Workshop, Area No. VIII of Messrs Bharat Coking Coal Limited, Post Office Kustore, District Dhanbad and their workmen, which was received by the Central Government on the 8th April, 1981.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) DHANBAD

Reference No. 98 of 1979

In the matter of an industrial dispute under S. 10(1)(d) of the I. D. Act, 1947.

PARTIES :

Employers in relation to the management of Central Workshop, Area No. VIII of Messrs Bharat Coking

Coal Limi ed, Post office Kustore, District Dhanbad and their workmen.

APPEARANCES :

On behalf of the employers.—Shri B. Joshi, Advocate.

On behalf of the workmen.—Shri N. Nag, President, Akhil Bhartiya Shosit Mazdoor Sangh, Nagnagar, Dhanbad.

STATE : Bihar. INDUSTRY : Coal.

Dhanbad, 30th March, 1981

AWARD

This is a reference under S. 10 of the I.D. Act, 1937. The Central Government by its notification No. L-20012/168/78/D.III(A) dated 31st July, 1979 has referred this dispute to this Tribunal for adjudication on the following terms :

SCHEDULE

"Whether the demand of the workmen of Central Workshop, Area No. VIII of Messrs Bharat Coking Coal Limited, Post office Kustore, District Dhanbad that Shri Raghunandan Vishwakarma should be placed in category-V from the 17th October, 1971 and Category-VI from the 17th October, 1974 is justified ? If not, to what relief is the said workman entitled ?"

2. The concerned workman Shri Raghunandan Vishwakarma is a mechanical fitter since May 1966 in category IV. According to him he should have been placed in category V from the date of nationalisation i.e. from 17-10-1971. His fur her claim is that he should have been given category VI w.e.f. 17-10-1974. The above claim is based on the fact that he has gained skill and experience by virtue of his doing the same job since 1966 i.e. prior to nationalisation.

3. The case of the management is that at the time of nationalisation the concerned workman was found on the basis of document that he was working as general mazdoor in category-I. He was promoted as fitter helper in category-II on 4-8-72 and was further promoted as mechanical fitter in category IV in the year 1973.

4. An industrial dispute was raised on the basis of which this reference has been made. In support of his claim the concerned workman has filed two documnets only. The first document is Ext. W.1 which is a certificate issued by the Chief Engineer of Raneegunge Coal Association Limited. This certificate has been issued by the Central office of Kustore colliery on 1st October, 1971. This certificate shows that Shri Raghunandan Vishwakarma worked in that concern as a mechanical fitter since 1st May, 1966 to 30th September, 1971 and still continuing as such. The next document is of Bharat Coking Coal Limited, Ext. W 2 which again a certificate issued on 18-6-73 under the signature of Shri N. K. Sinha Engineer, Central workshop, Kustore Sub-Area of BCCL. This cetificate shows that the concerned workman has been working in category-IV but according to his qualification he should have been placed in category-IV. The Management has field Ext M.1 which is an office order dated 21-3-75 under which the concerned workman was released for posting at Ekra Workshop Ext. M.2 is a representation by the concerned workman against this transfer. Under Ext M3 his representation was rejected. Ext.M4 is a letter dated 24-3-78 signed by Shri N. Nag, President, Akhil Bhartiya Shosit Mazdoor Sang addressed to the Assistant Labour Commissioner (C) Dhanbad Under this letter Shri Raghunandan Vishwakarma has claimed Category-V w e f. 17-10-71 and category-VI w.e.f. 17-10-74 and category VII from 17-10-77.

5 So far as oral evidence is concerned Shri Raghunandan Vishwakarma as WW-1 has deposed that he has been working in Central workshop of Kustore colliery since 1966, but inspite of the wage board recommendation the private owner did not give him any category. In 1971 the BCCL took over the colliery and gave him category-IV But he should have been given category-V. His evidence is that at the time of the private owner he was getting the wages of category IV. His plea is that when BCCL took over his job requirement was heavier than before and that is why he was claiming category-V.

6. WW-2 is one Shri Baijnath Nonia of Kustore central workshop. His evidence is that he has been working in Central workshop of Kustore since 1947 and the concerned workman was appointed in 1966 as mechanical fitter. He has roved Exts. W1 and Ext. W2.

7. The management examined only one witness Shri. S. Mukherjee, a Group Personnel Officer of Kustore group of collieries. He has proved weekly attendance register from week ending 2-9-72 to 9-12-72. This register has been mared Ext. M5. He has also proved Ext. M6 which is monthly ttendance register of Kustore workshop from January 1975 to 5th January, 1976. His evidence is that at the time of take over of the management from 17-10-71 Shri Viswakarma was a general mazdoor. He was promoted as fitter helper in category-II in August, 1972. in Ext.M5 his designation and category has been mentioned as fitter helper in category II. He was promoted as mistry in the year 1973, and in Ext.M6 his designation has been shown as fitter in category-IV

8. The claim of the concerned workman is not based on any document. The two certificates Exts.W.1 and W.2 are more recommendatory. According to the management the concerned workman was placed in category I on the basis of documents produced by the ex-owner. The concerned workman has admitted that during the tenure of service under the private owner he was not given any category inspite of wage board recommendation which came into effect in 1967. At the time of take over the Custodian had to go by the papers produced by the private owner. It appears that soon after nationalisation the efficiency of the concerned workman was noticed and he was promoted in categoryII as fitter helper. In the succeeding year i.e. 1973 he was placed in category IV in which post he was continuing when this dispute arose. In this reference the question is whether he should be placed in category-V from 17-10-1971 nd in category-VI from 17-10-74. I see no basis on which his demand is based. Obviously on 17-10-1971 the concerned workman could not be placed in category V because the papers of the private owner did not designate him as mechanical fitter. The subsequent placement in category-VI is a matter of promotion. I have already said that at the time of take over the concerned workman was placed in category-I as a general mazdoor and subsequently was placed in category-II and in 1974 he was placed in category-IV. In the matter of promotion the management is the sole authority and the Tribunal can interfere only on the ground of unfair labour practice. In this case no instance has been given as to why the management should be vindictive against the concerned workman. According to the concerned workman some workman of the workshop were given higher categorys although they possesed the same qualification and experience. But the attendance register filed before me will go to show that these workers intially had got higher categories and had been appointed much earlier than the concened workman. Even WW-2 was appointed in 1947. I therefore find no reason to interfare in discretion of the management in the matter of promotion of the concerned workman.

9. Thus considering all aspects of the matter I have to hold that these workers initially had got higher categories and had No. VIII of Messrs Bharat Coking Coal Limted. Post office Kustore. District Dhanbad that Shri Raghunandan Vishwakarma should be placed in category-V from the 17th October, 1971 and category-VI from the 17th October, 1974 is not justified. Consequently, the concerned workman is entitled to no relief.

This is my award.

J. P. SINGH Presiding Officer.

[No. L. 20012/168/78-D. III (A)]

A. V. S. SARMA, Desk Officer.

New Delhi, the 23rd April, 1981

S.O. 1339.—In pursuance of section 17 of the Industrial Disputes Act 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Bangalore, in the industrial dispute between the employers in relation to the management of Life Insurance Corporation of India, Bangalore Division, Bangalore and their workmen, which was received by the Central Government on the 15th April, 1981.

BEFORE THE INDUSTRIAL TRIBUNAL IN KARNATAKA, BANGALORE

Dated this the 7th day of April, 1981

Central Reference No. 9 of 1976

I PARTY :

Workmen represented by the General Secretary, LIC Employees Union, 253, 6th Main Road, S. R. Nagpur, Bangalore-560027.

-Vs-

II PARTY :

The Senior Divisional Manager, Life Insurance Corporation of India, 'Jeevan Prakash', J. C. Road, Bangalore-560002.

APPEARANCES :

For the I Party.—Sri M. C. Narasimhan, Advocate, Bangalore.

For the II Party.— Sri A. W. Dharwadker, Advocate, Deputy Secretary (Personnel) and Law Officer, L.I.C., Bombay.

REFERENCE :

(Government Orders Nos. L-17011(7)/76-D. IV(A) dated 18-10-1976 and even No. Dated 3-11-1976).

AWARD

As per Order No. L-17011(7)/76-D. IV(A) dated 18-10-1976 and letter even No. dated 3-11-1976 issued in exercise of the powers conferred by Section 7-A read with clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government have referred the following dispute for adjudication to this Tribunal :—

Whether the management of Life Insurance Corporation of India, Bangalore Division are justified in denying:

(1) (i) One increment to Shri N. Eswara Rao Maney on account of weightage for 'Continuous' past service ; and

(ii) Increments on account of past service despite breaks to Sarvashri K. Kondappa, B. Vasudeva Rao, V. N. Shivashankar Abdul Razak, N. R. Krishna, G. Krishnaraj Urs, H. Gangarama Rao, M. A. V. Sharma, S. V. S. Sharma, and Khader Moyiyuddin ;

(2) Two increments each to Sarvashri G. Moses Ratnam and D. S. Kempegowda and three increments each to Sarvashri N. R. Krishnamurthy and S. N. Swamy Rao, on account of weightage for war service ; and

(3) Two increments on account of weightage for graduation to each of the folowing employees :—

1. Md. Jamaluddin
2. K. Rama Rao
3. A. Joseph
4. S. Rama Murthy
5. G. Moses Rathnam
6. R. Krishnoji Rao

If not, to what relief are the workmen concerned entitled ?

2. The averments made by the I Party workmen in their Claim Statement are as follows :

That the II Party i.e., Life Insurance Corporation of India hereinafter called for the sake of brevity as Corporation is an industry established by an Act of Parliament on 1-9-1956 to transact the business of Life Insurance. The II Party is doing the business of Life Insurance and also carrying on activities in the nature of issurance of loans and so on since its inception. Further the Corporation has taken over the business and trade carried on by the various Insurance Organisations. The workmen concerned in this dispute are employed in Clerical, Manual and Technical work under the supervision and guidance of various agents of the II Party. Prior to the formation of the II Party Corporation there were different companies carrying on the business of Life Insurance. Likewise various departments of State Governments were also carrying on the insurance business. The Mysore Government Insurance Department was one such department of Government. As a result of the formation of the II Party, Life Insurance business in the various companies including that of the Mysore Government Insurance Department was taken over by the II Party. Alongwith the assets, the liabilities including the staff of the above said companies and the departments of State were transferred to the II Party. Thus over 500 employees of the Mysore Government Insurance Department were transferred to the II Party Corporation.

3. Some of the employees whose services were transferred from M.G.I.D. to L.I.C. had joined in the first instance of the various departments of the State Government, such as Food and Civil Supplies, Revenue, Agriculture, Education, Military etc. The posts of employees and the services of the Mysore Government working in various departments were transfereble in that an employee working in one department could be transferred to another department. Whenever some posts became either superflous or unnecessary or employees occupying these posts were sent to other Departments. Thus many employees serving in various Department of Government of Mysore to be absorbed in the Mysore Government Insurance Department prior to 1956. Meanwhile the II Party Corporation came into existence.

4. After the formation of the II Party Corporation, the Government of India published an order through the Ministry of Finance, which came to be known as the standardisation order dated 1st June, 1957 wherein the Government of India stated the norms regarding various conditions of service of the employees of the Life Insurance Corporation of India.

5. In the case of M.G.I.D. employees, the Insurer, unlike Private Insurance was Mysore Government and the Mysore Government Insurance Department was one of the several departments of Mysore Government. The M.G.I.D. did not have its separate rules for governing the salary and other service conditions of the employees. They were all governed by the Mysore Service Regulations which applied uniformly to all the departments of Government like, Food, Revenue, Agriculture etc. Thus, when the services of the M.G.I.D. employees were transferred to L.I.C., the L.I.C. took into account the immediate services of these employees in the M.G.I.D. for granting weightage as per clause 6(b) of the standardisation order, their past services in other Departments of Mysore Government before joining the M.G.I.D. were gnored in some cases for weightage purposes only But these ervices have been reckoned for the purposes of calculating pension, gratuity by the II Party. Therefore, some of the employees transferred to M.G.I.D. were deprived of the increment which they ought to have got by virtue of the standardisation order, because the L.I.C did not recognise their past service in the parent Department which was inviolation of Art. 263(d) of the Mysore Services Regulations, 1953.

6. The L.I.C. by its standardisation order fitted graduates in the Assistants grade Rs. 85. It gave two special increments to graduate employees. As a result of this fixation a number of anamolies arose and a discrimination also occurred. However, at the instance of the Union, the L.I.C. extended the benefit of graduate increments to the transferred employees who became graduates after 1st September, 1956. Similarly, the L.I.C. extended the benefit of graduate increment to such employees who became graduates during the custodian's period (19th January, 1956 to 31st August, 1956). Besides as above, the L.I.C. also extended the benefit of graduate increment to some employees who became graduates before 19th January, 1956. Thus, the refusal of the L.I.C. to give two graduation increments to the graduate employees who had secured their graduation, prior to 19th January, 956 resulting in various discrimination.

7. The L.I.C. failed to give due weightage to the employees who rendered war service between 3rd September, 1939 to 31st March, 1946. Certain employees of the M.G.I.D. whose services were transferred to L.I.C. had put in war service in the Indian Army during the World War. These employees entered the service of the M.G.I.D. against the reserved vacancies. When the fixation was done as per clause 6(b) of the standardisation order dated 1st June, 1957 in L.I.C., the weightage for 'constructive war service' was not given. This war service had not been reckoned by the Mysore Government and therefore the action of the L.I.C. in not giving weightage for constructive war service violated the order

issued by the Under Secretary to Government, Home Department and Secretary, Mysore State Soldiers, Sailors and Airman Board addressed to the Divisional Manager or L.I.C., Bangalore, as per No. BD 43 MRA 60 dated 20th November, 1961. Accordingly the I Party have contended that the above demands i e. weightage to

1. Weightage to Eswar Rao Maney,
2. weightage for past services,
3. graduation increments and
4. War services

are just demands and the employess are entitled to them under the conditions of services prevailing.

8. However, their demands were refused by the II Party. The I Party have given the details of the various past services which ought to have taken into consideration in the various departments of the Mysore Government and also war services as under :

(a) Eswara Rao Mane joined the service of the Mysore State Forces on 19-8-1948 and was relived from the said department of the Mysore State Government on 22-11-1948 and joined M.G.I.D. on 23-11-1948. Hence there was no break in service. His actual service as on 1-9-1956 was 8 years and 11 days (3 months and 3 days War service 7 years 9 months and 8 days M.G.I.D. service) Still he was deprived of the increment and his pay was fixed on 1-9-1956 at Rs. 90.

(b) Regarding the demand for increments on account of past service despite breaks, the I Party have stated :—

(i) K. Kondappa joined Food Department of the Mysore State Government on 12-3-1952 but was relieved on 31-5-1952. He was reappointed in the same department on 1-7-1952 and was relieved on 30-11-1954. He was absorbed in M. G. I. D. on 10-2-1955. Thus there was only a break of 3 months and 10 days although his actual service as on 1-9-1956 was 4 years 2 months and 9 days but his basic pay was fixed on 1-9-1956 at Rs. 75 only.

(ii) B. Vasudeva Rao joined the Food Department on 28-7-1946 and was relieved from that department on 31-8-54. He was absorbed in M. G. I. D. service on 22-6-1955. There was break of 9 months and 21 days, his actual service as on 1-9-1956 was 9 years 3 months and 12 days, but his basic pay was fixed on 1-9-1956 at Rs. 85 resulting in the loss of four increments.

(iii) V. N. Shivashankar joined the Food Department on 3-10-1951 and was relieved from that department on 1-6-1952. He was absorbed in M. G. I. D. service on 12-1-1953, the break in service was 7 months and 11 days. His actual service as on 1-9-56 was 4 years 3 months and 17 days but his basic pay as on 1-9-1956 was fixed at Rs. 80/-. He thus lost one increment.

(iv) Abdul Razak joined the Food Department on 22-4-1950 and was relived from that department on 5-5-1953. He was absorbed in M. G. I. D. service on 28-5-1953. Thus the break in service was only 23 days. His actual service as on 1-9-1956 was 6 years 3 months and 16 days, but his basic pay was fixed on 1-9-1956 at Rs. 80. He lost two increments.

(v) N. R. Krishna joined the Government Silk Filature Department on 13-11-1946 and was relieved from that department on 15-4-1952. He was absorbed into the M. G. I. D. service on 2-9 1955. The break in his service was 3 years 4 months and 17 days. His actual service as on 1-9-1956 was 6 years 5 months and 1 day, but his basic pay was fixed on 1-9-1956 at Rs. 75. He lost 3 increments.

(vi) G. Krishnaraj Urs joined the Mysore Government Insurance Department on 1-11-1949 and was relieved from the said department on 7-3-1950. He was absorbed in M. G. I. D. service again on 16-10-1950. The break in service was thus 7 months and 9 days. His actual service as on 1-9-1956 was 6 years 2 months and 21 days, but his basic pay was fixed on 1-9-56 at Rs. 85. He lost one increment.

(vii) M. A. V. Sharma joined the Food Department on 4-7-1949 and was relieved from that department on 9-1-53. He was absorbed in M. G. I. D. service on 23-4-53. The break in service was only 3 months and 14 days. His actual service as on 1-9-1956 was 6 years 11 months 13 days, but his basic pay was fixed on 1-9-56 at Rs. 80. He lost two increments.

Note :—In case of this employee though the basic salary was fixed at Rs. 80 after giving only one weightage increment, on representation from the employee he was refixed at Rs. 90 giving all the 3 increments due. However on 20-9-1961 the two increments thus granted were withdrawn.

(viii) S. V. Subramanya Sharma joined the Food Department on 28-7-1950 and was relieved from that department on 18-2-1953. He was absorbed in M. G. I. D. service on 23-5-53. The break in service was 3 months and 5 days. His actual service as on 1-9-1956 was 5 years and 9 months and 28 days, but his basic pay was fixed on 1-9-1956 at Rs. 80/-. He lost one increment.

(ix) Khader Moylyuddin joined the Food Department on 29-9-1947 and was relieved from that deperment on 31-3-54. He was joined in the P. W. D. on 20-1-1955 and was relieved from that department on 6-4-1955. He was absorbed into the M.G.I.D. service on 7-4-55. The break in service was only 9 months and 19 days. His actual service as on 1-9-1956 was 8 years 1 months and 13 days, but his basic pay was fixed on 1-9-1956 at Rs. 75 He lost four increments.

(x) H. Gangarama Roa joined the Agricultural Department on 5-9-1951 and was relieved from that department on 30-6-52. He was absorbed in M. G., I. D. service on 25-4-1953. The break in service was only 9 months and 25 days. His actual service as on 1-9-1956 was 4 years 2 months and 1 day, but his salary was fixed at Rs. 80. He lost one increment.

9. Thus the I Party have stated that when it was brought to the notice of the II Party that an employee in M. G. I. D. service being a Government servant had a protection under clause 6(b) of the standardisation order and also under Art. 263(d) of the Mysore Service Regulations as on August 31, 1956 and thus under the said clause the rights of employees against the old employers were available against the new employers also but the II Party ignore them. It is also alleged that the II Party never considered that break in service deprives the workers of their weightage increments for services prior to their break. Thus, it is alleged that the II Party had ignored the break in service and denied the weightage increments for services prior to the break. Still such reliefs were given to some workmen.

10. The I Party have stated that although there was a break in service it had given increments to some workers i.e.

1. T. S. Subba Rao, S. R. No. 05432.
2. E. Sadashiva Rao, S. R. No. 05133
3. B. Rudrappa, 05155
4. D. Krishna Murthy, 05135
5. T. V. Venkataramanaiah, 05433
6. M. D. Partha Sarathy, 05440
7. G. Janardhana Swamy 05562

(c) As regards the denial of the weightage increments for war service, the I Party have contended thus —

(i) S. N. Swamy Roa served in Indian Army from 21-2-1941 to 27-12-1945. He had a constructive war service of 5 years 1 month and 10 days

He was basorbed in M. G. I. D. on 16-12-46. His constructive war service was duly reckoned by M. G. I. D. and as on 1-9-1956 he had a total service of 14 years. 9 months and 25 days. He was fixed on 1-9-1956 after giving only four increments instead of seven. Thus as a result of wrong fixation he lost three increments.

(ii) Moses Rathnam served in the Indian Army from 14-4-1941 to 31-8-1946, had a constructive war service of 5 years 2 months and 17 days. He was absorbed in M. G. I. D. service on 17-7-1950. His constructive war service was duly reckoned by M. G. I. D. as on 1 9-1956. He had a total service of 11 years and four months. His pay was fixed as on 1-9-56 only by giving 3 increments instead of 5. As a result of this wrong fixation, he lost two increments.

(iii) M. R. Krishna Murthy served in the Indian Army from 26-6-1941 to 31-3-1946. He had a constructive war service of 4 years 9 months and 5 days. He was absorbed in M. G. I. D. service on 3-12-1946. As on 1-9-56 he had a total service of 14 years 6 months and 3 days. He was fixed on 1-9-56 after giving only 4 increments instead of 7, thus he lost 3 increments.

(iv) D. S. Kempegowda served the Indian Army from 22-4-42 to 21-4-54. He had a constructive war service of 3 years 11 months and 9 days. He was absorbed into M. G. I. D. on 27-4-1955. His constructive war service was duly reckoned by M. G. I. D. As on 1-9-56 he had a total service of 5 years 4 months and 13 days. But on 1-9-1956 he was fixed only at the minimum basic pay of Rs. 75 instead of Rs. 85. He thus lost two increments.

11. The I Party have further alleged that as far as War Service weightages are concerned, the II Party have admitted the justnes of the I Party's claim but tried to get over their liability by claiming that the recognition of war service by the Mysore Government was only for the limited purpose of leave and pension. The II Party had also granted increment of war service rendered in Mysore State Forces service and therefore their denial is without good reason.

12. The contention of the I Party regarding graduation increment is as follows :—

The demand of the employees had been recognised by the II Party for granting graduation increments. One Sri Mohamed Bashir Ahmed and Sri T. Shivashankar who were graduates with 1 year and 9 months service as on 31-8-1956 were fixed with a basic salary of Rs. 85 as on 1-9-1956 when their service was nearly over 5 years and 6 months. Some concerned workmen who had put in over 7 years of service were fixed at Rs. 90 and thus the Corporation had made discrimination in granting graduation incremtnts.

13 The I Party have filed Additional Claim Statement on 27-10-1977 wherein they have further contended that the action of the II Party is violative of the protection contained in Art. 14 and 16 of the Constitution of India. The claims made by them in this Reference are party based on the Standardisation Order and partly on equity and principles evolved by adjudication. Even if there be any deficiency in the standardisation order the same has to be made good in the interest of social justice and industrial harmony, keeping in view the long service rendered by the I Party workmen and also the purpose of the scheme underlying the grant of increments and weightage. The claim for various types of increments in this reference is made not merely on account of standardisation order but also on other ground. The denial of taking into consideration the war service will be unreasonable. The Industrial Tribunal can grant increment based on such war service even if there be no express provision in the standardisation order.

14 They have also contended that the Life Insurance Corporation being an industry within the meaning of Section 2(j) of the Industrial Disputes Act, the conditions of envisaged in the Industrial Disputes Act. The place of standardisation order has been taken by subsequent settlements between the parties.

15. The I Party have stated that the order dated 1-6-1957 under Section 11(2) of the Life Insurance Act of 1956 in so far as it relates to basic pay fitment in the new scale as in para 6(b) of the said order is neither legal nor just. The said para 6(b) whereby the service rendered by an employee under the State Government Departments other than the Insurance Department is inequitable and violative of the Articlues 14 and 16 of the Constitution of India. The service rendered by an employee under the State Government in various departments is a valuable right which cannot be purported to be taken away or abrogated. Such a power is not envisaged under Section 11(2) of the Life Insurance Act. At any rate, the Government should have given to the employees due notice of its intention before issuing such an order which adversely affect the employees. They have also alleged that an order like the standardisation order would not, as stated by the Corporation, secure the object of uniformity in the scales of remuneration and other terms and conditions of service. Further it confers wide power to abrogate and suffers from the vice of excessive delegation and does it arbitrary. It is also inconsistent with the provisions contained in the very standardisation order in respect of gratuity. The I Party have stated that when the order itself has in proviso to para 3 given the option to the employees to retain their own scales of pay etc., It is evident, that the standardisation order is not one intended to achieve uniformity or in exercise of the power intended to achieve such an object and thus if one section of employees despite the claim for achieving uniformity can be allowed to have better benefits; it is inequitable to ignore the services rendered by the ex-State Government employees in other departments. Therefore, the Central Government have not properly applied their mind to the entire aspects of the matter. It is further submitted by the I Party that they are protected under both the Life Insurance Act of 1956 as also the Industrial Disputes Act of 1947 and accordingly they can claim the benefits under both the laws and to whichever is more advantageous to them. Having contended accordingly, the I Party have urged that the Corporation is not justified in denying the various increments to these 21 workmen.

16. In their Counter Statement filed on 22-3-1977 the Corporation have contended that by an Ordinance called the Life Insurance (Emergency Provisions) Ordinance, 1956, the management of controlled (Life Insurance) business of the insurers was transferred to and vested in the Central Government on the 19th January, 1956. The said Ordinance was substituted by the Life Insurance (Emergency Provisions) Act, 1956, which came into force as from 21st March 1956. On the 19th June 1956 the Life Insurance Corporation Act,1956 (Act 31 of 1956) was pased and pursuant to the said Act, the Life Insurance Corporation of India was established with effect from 1-9-1956. In terms of Section 7 of the said Act, all the assets and liabilities appertaining to the controlled business of the Insurers stood transferred to and vested in the Corporation with effect from 1-9-1956. Section 11 of the Act also provided for the transfer to the Corporation of the services of every whole-time employee of an insurer whose controlled business was transferred to and vested in the Corporation and who had been employed by the insurer wholly or mainly in connection with his controlled business immediately before 1-9-1956. Sub-section (1) of Section 11 of the Act stipulated that every employee so transferred to and became the employee of the Corporation shall on and from the said date hold office thereunder on the same terms and conditions of service as he would have held on 1-9-1956 if the said Act had not been passed and shall continue to do so unless and until his employment in the Corporation is terminated or the terms and conditions of his service are duly altered by the Corporation Under sub-section (2) of Section 11 of the Act the Central Government are also vested with the authority to alter, whether by way of reduction or otherwise the scales of remuneration and the other terms and conditions of service of the transferred employees if the Central Government is satisfied that such alteration is called for either for the purpose of securing uniformity in the scales of remuneration and the other terms and conditions of service of the transferred employees or in the interests of the Corporation and its policy holders In exercise of the said power vested in the Central Government, which is

exercisable by it notwithstanding anything contained in any law, or settlement or award or the Idustrial Disputes Act, the Central Government has promulgated on 1st June, 1957 an order called the Life Insurance Corporation (Alteration of Remuneration and other Terms and Conditions of services of Employees) Order, 1957 popularly known as "The Standardisation Order" to come into force on 1-9-1956, providing for all the terms and conditions of service applicable to the transferred employees.

17. In terms of Explanation to Clause 2 of the Standardisation Order, the application of the provisions of the said order is confined to service in relation to that insurer only in whose service the employee was on the 31st day of August 1956. The Corportation submits that when orders are issued under powers conferred by the Act concerning the services of employees of previous insurers it is plain that they can only refer to service in the insurance business of the previous insurer. In so far as therefore the reliefs sought for in the dispute depend on the recognition of service put in by the workmen in departments other than the Insurance Department of the Mysore Government the said claim is in effect contrary to the provisions of the standardisation order and as such this reference is untenable and bad in law.

18. The Corporation submits that the reference suffers from laches and this Tribunal may not adjudicate the dispute involving issues relating to a period of over 20 years. The Corporation have further contended that on 24-1-1974 they entered into a Settlement with the various unions representing the workmen of the Corporation under which all the demands raised by the workmen for revision of terms and conditions of service were disposed and the said settlement remained in force and therefore the present refernce is invalid and untenable. It is also stated that Section 11(2) of the L.I.C. Act provided for the termination of employment of the workmen in the event of the alteration in the remuneration and terms and conditions of their service under the standardisation order being unacceptable to them. In other words, the Corporation contended that the workmen in this dispute having already accepted the standardisation order and continued in the service of the Corporation, the award or any relief by this Tribunal by recognition of their services in departments other than the Mysore Government Insurance Department as service will be against the provisions of law as contained in the L.I.C. Act rendering the service bad in law. It is also contended that under Section 49 of the L.I.C. Act, the Corporation have framed Regulations that Life Insurance Corporation of India (Staff) Regulations, 1960 called as 'Staff Regulations' providing for the terms and conditions of service of its employees including the transferred employees. These Staff Regulation have been held to be statutory and having the force of law. When the conditions of service of the workmen of the Corporation are thus governed by a statute, it is not open to this Tribunal to adjudicate this reference and re-define 'service' as against the definition of service under the Staff Regulations. Thus, the reference made by the Central Government is invalid and further the disputes raised by the workmen in this reference are not industrial disputes within the meaning of the Industrial Disputes Act and further the reference being the subject-matter of old and stale claims of the workmen is also void.

19. The Corporation have also contended that there is no mention in the present reference as to the employment which is treated by the Central Government as 'continuous past service', 'past service despite breaks' or 'war service' or in relation to which 'weightage for graduation' is to be granted and so on. Thus the reference is vague and incapable of being adjudicated As the demands in this reference require this Tribunal define what constitutes service and deal with the demand for increments on graduation, both these matters having covered by the standardisation order and the Staff Regulations, which have a statutory force are binding on all concerned. Therefore, the Corporation have contended that this Tribunal has no jurisdication to adjudicate the above matters.

20. The Corporation have vehemently contended that this Tribunal has no jurisdiction to adiudicate upon the present reference and have further contended that the said question also might be decided as a preliminary issue stating, that by Section 17(1) of the Life Insurance Act of 1956, the Central Government is empowered to constitute one or more Tribunals and under Rule 12A of the Life Insurance Corporation Rules, 1956 (hereinafter called the Rules) framed by the Central Government in exercise of power conferred on it by Section 48 of the said Act empowers the Insurance Tribunal to decide or determine any question whether of title or a liability or of any nature whatsoever in relation to the assets and liabilities pertaining to the controlled business of an insurer transferred to and vested in the Corporation. Section 41 of the said Act further vests on the Insurance Tribunal exclusive jurisdiction upon any matter which a Tribunal is empowered to decide or determine under the said Act. Thus, it is contended by the Corporation that the issues raised by the workmen in the present reference appertain to the controlled business transferred to and vested in the Corporation and as such it is the Insurance Tribunal and the Insurance Tribunal alone which shall have jurisdiction to adjudicate upon the dispute raised in the reference.

21. The Corporation have further contended that the Life Insurance Corporation of India is a statutory Corporation established under Section 3 of the Life Insurance Corporation Act, 1956 and came into being on the appointed day, namely, 1st September 1956. By virtue of Section 7 of the Act, all the assets and liabilities appertaining to the controlled business of the insurers stood transferred to and vested in the Corporation with effect from 1-9-1956. Thus, the workmen concerned in this dispute have become the employees of the Corporation by virtue of Section 11 of the said Act which provided further transfer to the Corporation of the service of every whole-time employee of an Insurer whose controlled business was transferred to and vested in the Corporation. The assets and liabilities appertaining to controlled business were transferred to and vested in the Corporation by Sction 7 of the L. I. C. Act, 1956 and the employees of the insurer were transferred to the Corporation under Section 11 of the said Act.

22. The Corporation have denied any knowledge that the workmen in this reference had joined initially any Department other than the M. G. I. D. In any case, that the employees were working with the Mysore Government Insurance Department referred to as M. G. I. D. hereafter in other Department of the Government is not material for a consideration in this reference. As the terms of the reference do not refer to any service with the M. G. I. D. or any other department and therefore, this Tribunal cannot go into the question of considering the service of the workmen put in any other Departments of the Government other than the service in the M.G.I.D. or the Corporation. They have also contended that the service prior to the establishment of the Corporation cannot be taken into account by stating that the Supreme Court has already held that the service with the previous insurer can only refer to service in the insurance business of the previous insurer. They have denied that the Mysore Services Regulations, 1953 have any application, much less Art. 263(d) thereof so far as the issues raised by the I Party workmen are concerned. According to the Coporation, it is well settled law now that service with the insurer means only service in the insurance business of the previous insurer.

23. The Standardisation Order was issued by the Corporation on 1-6-1957, in exercise of the powers conferred by sub-section 2 of Section 11 of the L.I.C. Act, 1956, altering the remuneration and other terms and conditions of service applicable to employees of insurers whose controlled business has been transferred to and vested in the Corporation. The fixation of basic pay has been done in accordance with clause 6 of the said Standardisation Order and the said order has the force of law and therefore it is not open to this Tribunal to adjudicate upon such terms and conditions of service.

24. The Corporation have further contended that it is not correct to say that it extended the benefit of graduation increments to transferred employees. The L. I. C. has, by administrative instructions, decided to grant increments subject to certain conditions and the cases of the I arty workmen have also been decided in terms of those administrative instructions. According to the Corporation, the allegation that it failed to give weightage to the employees who rendered war service between 3-9-1959 to 31-3-1946 is not tenable in law, as the L. I. C is not bound by any order, clarification, instructions issued by the Mysore Government on or after

1-9-1956. The Corporation has asserted that the Supreme Court has held that the service with the insurer can only refer to the service in the insurance business of the previous insurer and none else.

25. Thus, the main contention of the Corporation is that every whole-time employee of an insurer whose controlled business has been transferred to and vested in the Corporation and was employed by the insurer wholly or mainly in connection with his controlled business was transferred as an employee of the Corporation in terms of Section 11(1) of the L.I.C. Act with the same tenure, terms and conditions of service. Section 11(2) of the L. I C. Act authorised the Central Government to alter the remuneration and other terms and conditions of service of such employees notwithstanding sub-section (1) and anything contained in the Industrial Disputes Act, 1947 for the purpose of securing uniformity or in the interest of the Corporation and its policyholders. The Central Government in exercise of its powers conferred under sub-section 2 of Section 11 issued an order dated 1-6-1957 popularly known as and referred to as the Standardisation Order for the purpose of securing uniformity in the scale of remuneration and other terms and conditions of service applicable to employees of insurers whose controlled business has been transferred to and vested in the Corporation. The basic pay of all the workmen in this reference has been fixed strictly in accordance with in clause 6 of the standardisation order which reads as follows :—

"6. Basic Pay —

The basic pay of an employee who is fitted in the new scales shall be fixed at any one of the following stages which may be the most favourable to the employee :

(a) the stage in the new scale equal to or next above the amount arrived at by adding to the basic pay as on the 31st August, 1956, (reduced wherever necessary in accordance with paragraph 5(iii)(b) above) a sum of Rs. 10/- in the case of all employees in Class III and a sum of Rs 5/- for employees in Class V;

(b) the stage in the new scale arrived at by adding to the minimum of the scale one increment in the scale for every two completed years of service with the insurer in the same or higher category;

(c) in the case of graduates fitted in the Assistant's (i.e. category 4 to 9 under Class III in the Annexure) grade, at Rs. 85/-".

26. The Corporation having contended as above that the basic pay of all the I Party workmen has been fixed under clause 6 of the Standardisation Order have stated as follows :—

(a) Eswara Rao Maney joined the M.G.I.D. on 23-11-1948. On 1-9-1956 he had completed service of 7 years 9 months and 8 days with the surer and on 31-8-1976 his basic pay was Rs. 61.75 and therefore it was fixed at Rs. 90/-.

(b) The Corporation have denies that the workmen are entitled to increment on account of past service despite breaks as contended in para 9(b) of the Claim Statement. Any service in any other department other than the M. G. I. D. deos not count as service with the insurer. So, increment also were fixed taking into account the services of the employees with the previous insurer, in the insurance business.

(i) Kondappa joined M.G.I.D. on 10-2 1955, his basic pay was Rs. 47/- as on 31-8-56. As he had not completed 2 years service as on 31-8-56, the question of giving increment for service with the insurer did not arise and his basic pay was fixed at Rs. 75/- from 1-9-1956.

(ii) B. Vasudeva Rao joined M.G.I.D. on 22-6-1955. He was a graduate drawing a basic pay of Rs. 45/-; his basic pay was fixed at Rs. 85/ with effect from 1-9-1956 under clause 6(b) of the standardisation order, as he was a graduate.

(iii) V. N. Shivashankar joined M.G.I.D. on 12-1-1953, his basic pay was Rs 51/- as on 31-8-56 and so it was fixed at Rs. 80/- with effect from 1-9-1956 under clause 6(b) of the standardisation order.

(iv) Absual Razak joined M.G.I.D. on 28-5-1953; his basic pay was Rs. 51/- as on 31-8-1956 and it was fixed at Rs. 80/- from 1-9-1956 under clause 6(b) of the standardisation order.

(v) N. R. Krishna joined M.G.I.D. on 2-9-1955; his basic pay was Rs. 40/- as on 31-8-1956 and under clause 6(b) of the standardisation order it was fixed at Rs. 75/- with effect from 1-91-1956.

(vi) G. Krishnaraj Urs joined the M.G.I.D. on 16-10-1950; his basic salary was Rs. 55/- as on 31-8-56. His basic pay has been fixed at Rs. 85/- from 1-9-1956 under clause 6(b) of the standardisation order.

(vii) M. A. V. Sharma joined M.G.I.D, on 23-4-1953; his basic pay was Rs. 51/- as on 31-8-1956. His basic pay was fixed at Rs. 80/- with effect from 1-9-1956 under clause 6(b) of the standardisation order.

(viii) S. V. S. Sharma joined the M.G.I.D, on 23-5-1953; his basic pay was Rs. 51/- as on 31-8-1956. His basic pay has been fixed at Rs. 80/- with effect from 1-9-56 under clause 6(b) of the standardisation order.

(ix) Khader Moyiyuddin joined the M.G.I.D. on 7-4-1955 and his basic pay was Rs. 45/- as on 31-8-1956. His basic pay has been fixed at Rs. 75/- with effect from 1-9-56 under clause 6(b) of the standardisation order.

(x) H. Gangarama Rao had joined the M.G.I.D. on 25-4-1953; his basic pay was Rs. 51/- as on 31-8-1956 and the same has been fixed under clause 6(b) of the standardisation order at Rs. 80/-.

27. The Corporation have contended as above that the fixation of pay of all the workmen has been done strictly in accordance with the Standardisation Order and each one of them secured a substantial increase in remuneration as shown in the statement annexed. Further all the workmen have accepted the said fixation of pay by the Corporation in accordance with the standardisation order but for their acceptance they would not have been allowed to continue in the employment of the Corporation in terms of Section 11(2) of the LIC Act.

28. The Corporation have denied the alleged protection sought by the workmen under Art. 263(d) of the Mysore Services Regulations as it stood as on 31-8-1956 and the aforesaid article had no relevance. The Central Government, according to the Corporation had issued the standardisation order for the purpose of securing uniformity in the scale of remuneration and other terms and conditions of service applicable to employees of insurers. Once such an order is issued none of the service conditions of insurer or insurers survive. Thus once the standardisation order came into force the workmen cannot claim any protection under the terms and conditions of service of the insurer. They have also contended that if any workman had been allowed increment or higher fixation not in conformity with the rules laid down in clause 6 of the Standardisation Order, the Corporation is entitled to rectify the mistake and the workmen in this reference are precluded from basing the claims and mistakes that have been occurred and further the employees as many as 247 insurers were transferred to the Corporation on 1-9-1956 and few mistakes might have been arisen while fixing the remuneration under clause 6 of the Standardisation Order and that itself cannot be a basis for the claim in this reference. It is also contended that the categorisation and fixation of basic pay of the employees of the insurers transferred to the Corporation was completed as early as in 1960, merely because individual or group of employees have been representing to the Corporation their grievances, there cannot be any valid dispute.

29. The further contention of the Corporation that the claim for weightage increment for war service is misconceived and untenable, As regards S. N. Swamy Rao, it is said that he had joined M.G.I.D. on 16-12-1946 and therefore he could not have worked in the Army upto 27-12-1946. So, his date of joining M.G.I.D. on 16-12-46 has been taken into consideration and under clause 6(b) his basic pay was fixed at Rs. 96/- from 1-9-1956 whereas it was only Rs. 71.50 as on 31-8-1956. Moses Rathnam joined M. G. I. D. on 17-7-1950 and his basic pay was Rs. 75/- as on 31-8-1956 and under clause 6(b) he was given a basic pay of Rs. 90/- from 1-9-1956. His service in the Army not being a service

with the insurer was not taken into consideration. M. R. Krishna Murthy who had joined M.G.I.D. on 3-12-1946 was drawing a basic pay of Rs. 71.50 on 31-8-1956 and under clause 6(b) it was fixed at Rs. 96/-, on 1-9-1956, and his alleged Army service was not taken into consideration as the same was not a service with the insurer. Similarly, D. S. Kempe Gowda had joined M.G.I.D. on 27-4-1955, his basic pay was Rs. 53/- as on 31-8-1976 and under clause 6(b) he was given basic pay of Rs. 75/- from 1-9-1956. His service in the Indian Army was not taken into account, as the same being not a service with the insurer.

30. Thus, the Corporation have vehemently contended that the basic pay of the employees of the insurer transferred to the Corporation, the basic pay of six workmen who claimed graduation increments have all been fixed strictly in accordance with the Standardisation Order. The Corporation have denied the alleged discrimination regarding fixation of basic pay of employees at higher level and some at lower level.

31. Regarding the granting of graduation increments, it is contended that the said benefit was admissible only to those employees categorised as Assistants on 1-9-1956 under certain conditions prescribed under the instructions.

32. In addition to filing Counter Statements, the Corporation has also filed Rejoinder stating that the method by fixation of pay and grant of increments are governed by the Life Insurance Corporation (Alteration of Remuneration and other Terms and Conditions of service of Employees) Order, 1957 popularly known as the Standardisation Order and the (Staff) Regulations 1960 and therefore no employee can claim increments in violation of the Standardisation Order which have the force of law. The Corporation have also contended that even if there were to be any deficiency in the said Standardisation Order, it is not open to this Tribunal to alter the said Standardisation Orde: and grant jurisdiction to grant any relief not provided in the stan- any relief to the workmen. The Tribunal cannot have jurisdiction to grant any relief not provided in the standardisation Order.

33. The Corporation have denied that the conditions of service of workmen have been and are subject-matter of the set lement between the trade union and the Management and have asserted that the service conditions of the employees are governed only by the Staff Regulations of 1960 which have the force of law. Having contended as above, the Corporation have challenged the jurisdiction of this Tribunal to adjudicate upon the claims of the workmen in this dispute and have accordingly prayed for dismissal of the Reference.

34. From the pleadings in addition to the points of dispute covered by the Order of Reference, the following additional issues have been framed :—

1. Whether the Honourable Tribunal has no jurisdiction to adjudicate the Reference for the several reasons mentioned by the II Party.
2. Whether the workmen are estopped from raising the present dispute in view of the provisions of Section 11(2) of the L.I.C. Act 1956.
3. Whether the Reference suffers from laches.
4. Whether the plea of discrimination urged by I Party is tenable.
5. Whether the Reference is invalid in view of the subsisting settlement under Section 18 of the Industrial Disputes Act, 1947 ?

35. On behalf of the I Party, 10 witnesses WW-1 to WW-10 were examined and the II Party have examined only one witness MW-1.

36. On behalf of the I Party as many 55 documents W-1 to W-55 have been marked as exhibits and on behalf of the II Party 8 documents M-1 to M-8 have been marked as exhibits.

37. WW-1 to WW-10 have all sworn to their respective claims made in the Claim Statement.

38 The evidence of MW-1 S.M. Bhakaraj, the Administrative Officer, L.I.C. Central Office, Bombay, is to the effect that waightage increments to the employees who were transferred from the M.G.I.D. Department to L.I.C. were given wherever service was continuous. Under the Standardisation Order continuous service meant service in the Insurance Department of the Mysore Government. He has stated that however by bona fide mistake the other service also the L. I. C. had taken all the M.G.I.D. employees into consideration and that mistake was realised as a result of Supreme Court's decision in K. R. Krishnamurthy's case. He has also stated cases of condonation of services effected by L.I.C. were also mistaken, and mistake was discovered, the L.I.C. to avoid the genuine hardship to the said employees because the benefit was involved.

39. He has asserted in his evidence in view of the Supreme Court's Judgement in K. R. Krishnamurthy's case the L.I.C. has not recognised continuous service in departments other than M. G. I. D. There were only about 7 or 8 cases where break of service was condoned. That error relating to the condition of break in service was detected in about 1967. Thereafter on getting clarification from the Mysore Government, the L. I. C. decided to condone the break in service for the limited purpose of leave and pension in accordance with the rules of M. G. I. D. as on 31-8-1956. According to him, while collecting data of all those employees it was found that in 7 or 8 cases the break was condoned not only for the purpose of leave and pension but also for the purpose of weightage. That mistake could not be rectified because the union opposed the same. However, in one case, viz, M.A.V. Sharma (WW-6) that mistake had been detected in 1961 itself and it had been rectified. Still the excess wage was waived instead of recovering the same. He has also stated that in the cases of Jayarao and Krishnamurty and V.T. Thimmiah, their old service in Mysore Government was continuous and therefore there was no question of condonation of break in their service. But further on account of bonafide mistake, their continuous service prior to 1962 was taken into consideration.

40. MW-1 has also sworn that no weightage had been given for the service in the Indian Army. In case of Susainathan, originally he belonged to Mysore Government and joined the Indian Army retaining his lien in the State Government service and then, he joined the Government service in M. G. I. D. and thus his service in the M. G. I. D was continuous without break. Similarily, there was no break in the services of Narayanaswamy and Chandrasekhariah as they had joined the M G. I. D. from the Mysore State Army. According to him, employees recruited in the cadre of Assistants. two increments were given in the L.I.C. on their graduation. Graduation increments were given to those who were absorbed by L. I. C. and who had graduated prior to 31-8-1956 and increments were given subject to certain conditions found in Ext. M-2. The same rules were made applicable to the transfered employees who had passed graduation prior to 19-1-1956. So, according to those rules all employees of the old insurers including the employees of the M.G.I.D. who had been absorbed by the L. I. C. were entitled to graduation increments.

41. No weightage on account of graduation has been given to Shivashanker because he was not entitled to it though he was a gradua e. Because his salary had already been fixed at Rs. 60/- on account of graduation by M.G.I.D. itself and therefore he could not be given one more benefit under L. I. C rules and his pay was fixed at Rs 85/- as on 1-9-1956 under clause 6(c) of the Standardisation Order.

42. P. Raghunatha Rao given half an increment on account of graduation by the Hindustan Insurance Company, therefore, the L. I. C. granted him the remaining 1-1/2 increment benefit as per Ext. M-2. Mayachari became a graduate in 1067 in the L.I.C. so he was granted the benefit with effect from 1-4-1971. He has produced Ext. M-4 containing the principles under which weightage increments were granted.

43 In this Reference, the points of dispute have been taken as issues arising out of the reference. Besides them, the 5 additional issues also have been framed as arising from the pleadings of the parties.

44. Before dealing with the issue and the points of dispute it is necessary to make a mention of some of the basic features of the reference pertaining to the formation of the Life Insurance Corporation Act, 1956 (Act 31 of 1956), its objects as also the frame work. The Life Insurance Corporation Act, 1956 hereinafter called as the Act, is enacted to provide for the nationalisation of the life insurance business in India by transferring all such business to the Corporation established for the purpose and to provide for the regulation and control of the business of the Corporation and for matters connected therewith or incidental thereto. The L.I.C. is thus

a statutory body created under the L.I.C. Act. The Act has come into effect on the appointed day i.e. 1st September, 1956.

45. Issues Nos. 1 and 2 :—The II Party—Corporation have raised certain basic and fundamental issues pertaining to the maintainability of this reference as also the jurisdiction of this Tribunal to adjudicate the points of dispute in the reference. As issues 1 and 2 are identical and taken to each other, they are taken together for consideration.

The main contention of the Life Insurance Corporation is that it is a statutory body established under the LIC Act, 1956 and it has to function within the frame-work of the Act. The said Act is a self-contained code and it provides various matters relating to not only the organisational structure and functions of the Corporation, but it also contains provisions for regulating the terms and conditions of service as well as the machinery to resolve the difference/dispute between the Corporation and its employees.

46. Section 6 of the Act lays down the functions of the Corporation. Section 7 and 8 deal with the transfer of assets and liabilities of the various insurers whose controlled business stood transferred to and vested in the Corporation. Section 11(1) provides for transfer of service of the employees of the erstwhile insurers to the Corporation and protection of their terms and conditions of service till they are duly altered by the Corporation. Section 11(2) vested power in the Central Government to issue orders prescribing terms and conditions of service notwithstanding anything contained in sub-section (1) or in the Industrial Disputes Act, 1947 or in any other law. Section 17 of the Act deals with the constitution of the Insurance Tribunals to try and dispose of all issues relating to transfer of assets and liabilities of the insurers. Section 48 vested power in the Central Government to frame rules for the purpose prescribed thereunder. Section 49 empowered the Corporation to frame regulations to provide for matters enumerated thereunder, in particular, the terms and conditions of service of its employees, both "transferred" as well as new employees recruited on or after 1-9-1956. It is vehemently contended by the II Party-Corporation that all orders, rules, regulations framed by the Central Government under the L.I.C. Act partake the nature of subordinate legislation are binding not only on the Corporation and its employees but also on all others, including the Industrial Tribunals as if they were enacted by the Parliament. The above contentions are based by the Corporations placing reliance on the decisions in A.I.R. 1975 (SC) 1331—Sukhdev Singh vs. Bhagatram and A.I.R. 1964 (SC) 847—LIC vs. Sunil K. Mukherjee.

47. Accordingly the Corporation has contended that its employees enjoy a statutory status and their terms and conditions of service can be prescribed and altered unilaterally under Section 49 of the Act. So, those terms and conditions cannot be varied, modified or altered or otherwise changed by the Industrial Tribunal.

48. Under Section 11(2) of the Act, an order has been issued by the Central Government on 1st June, 1957 for the purpose of securing uniformity in the scales of remuneration and the other terms and conditions of service applicable to employees of insurers whose controlled business has been transferred to, and vested in, the Corporation and this order which is called as the Life Insurance Corporation (Alteration of Remuneration and other Terms and Conditions of service of Employees) Order, 1957 popularly known as the Standardisation order and it is deemed to have come into force on 1st September, 1956. The provisions of this order are made applicable to all persons who have become employees of Life Insurance Corporation of India under Section 11 of the Act and who were in supervisory clerical and subordinate staff grades of the Insurers on the 31st August, 1956.

49. It is common ground that the above Standardisation Order issued under Section 11(2) of the Act is applicable to all workmen of the L.I.C. The II Party-Corporation has dealt with all the cases of workmen strictly in accordance with the provisions of the said order. It is also contended by the Corporation that Section 11(2) of the Act has conferred overriding power on the Central Government to issue order if it is necessary to do so for the purpose of securing uniformity in the scale of remuneration and other terms and conditions of service applicable to the employees of the insurers or if it is necessary to do so in the interest of the Corporation and its policy holders. Thus it is contended by the Corporation that the aforesaid extraordinary power conferred on the Central Government can be exercised notwithstanding anything contained under Section 11(1) or in the Industrial Disputes Act or any other law for the time being in force. Accordingly when once the Standardisation Order is issued it becomes binding not only on the Corporation but also on all those who may be covered by the said order. The Corporation have further contended that the I Party workmen have already exercised their options as required under the Standardisation Order, by accepting the altered terms and conditions of service laid down thereunder. Therefore it is contended that the workmen in these circumstances are not entitled to raise any dispute in regard to their terms and conditions of service as laid down in the Standardisation Order. It is further contended that in view of the Standardisation Order the Tribunal also cannot entertain any dispute for adjudication and accordingly its jurisdiction is barred ab initio.

50. The further contention of the Corporation is that when orders and rules and regulations etc, which have the statutory force are issued under the Standardisation Order the Tribunal cannot adjudicate upon the varied or modified or otherwise seized with those matters. Nor can a custom or practice being in vogue for altering or modifying or varying the statutory order.

Another important plea advanced on behalf of the Corporation is that the I Party workmen in this reference have not claimed any relief on the ground that the Standardisation Order has not been properly interpreted and applied. The Tribunal also cannot interpret the terms of the Standardisation Order and give a finding regarding their legality or otherwise. When once the workmen have accepted the terms and conditions under the Standardisation Order and when once their remuneration have been fixed thereunder, they cannot claim any relief on grounds of custom, past practice equity and so on. The workmen, for the same reason, cannot invoke any relief as made in this reference. It is contended by the Corporation that the issue before this Tribunal is as to whether the denial of reliefs under four different items referred to is justified. So justification or otherwise of the denial of the relief can only be considered on the basis of the existing terms and conditions of service and therefore the jurisdiction of the Tribunal in terms of the reference is very limited and the Tribunal is required to answer the issue only with reference to the existing terms and conditions of service.

51. The Corporation have also stated that the workmen have claimed benefit of past service with the erstwhile insurer viz., M.G.I.D. prior to 1-9-1956, the question therefore is whether the insurer is liable to grant the benefit of past service. Another important question advanced by the Corporation is that the question as to whether the insurer was liable or not can be tried only by the Insurance Tribunal constituted under Section 17 of the L.I.C. Act read with Section 41. They have pleaded that the Act has conferred its exclusive jurisdiction on the Insurance Tribunal alone in matters covered under the L.I.C. Act and also Rules and that Insurance Tribunal alone has exclusive jurisdiction to decide or determine, inter-alia "any question whether of title or of liability or of any nature whatsoever in relation to the assets and liabilities pertaining to the controlled business of an insurer transferred to and vested in the Corporation". Furthermore, under Section 7(2) of the Act all assets and liabilities of the erstwhile insurer pertaining to the controlled business stood transferred to and vested in the Corporation with effect from the appointed day, viz., 1-9-1956. So, the origin of the rights in dispute in this reference with regard to past service and the benefits claimed on that footing is traceable to a period with effect from 1-9-1956. The question, therefore is as to whether any obligation was cast on the insurer to so treat the service. This question, according to the II Party—Corporation can therefore be tried only by the Insurance Tribunal. In support of this contention the Corporation have relied on the decisions reported in AIR 1973 (SC) 250-A. K. Ghose vs. LIC, AIR 1979 (SC) 1981—State of Punjab vs. Labour Court and the Order of the Central Government Labour Court, Bombay, in the matter of W P. Deo.

52. As above, the important contention raised on behalf of the Corporation, on behalf of the I Party workmen it is contended that the Corporation cannot attack the validity

of the Order of reference made by the Central Government without impleading the Central Government as a party. Having not done so, the validity of the Reference made by the Central Government cannot challenge as laid down by the Supreme Court in Binny Ltd., vs. Workmen 1972 Lab. I.C. 1141 and 1979 Lab. I.C. 45, According to the I Party, the Standardisation Order cannot be an obstacle for adjudication of the points of dispute when the object of the LIC Act is to bring about absolute uniformity in the matter of conditions of service of employees including those transferred to the Life Insurance Corporation as considered in the Alembic Chemicals' case by the Supreme Court reported in 1961 I LL.J. 328. The third argument advanced on behalf of the I Party is that the Industrial Tribunal has the power to entertain the dispute regarding certified standing orders and to vary them, if need be, although those standing orders themselves might have been certified by the Certifying Officer under the Industrial Employment (Standing Orders) Act as decided in 1968 I L.L.J. 555.

53. The fourth and the most important contention advanced on behalf of the I Party is that the Industrial Disputes Act is a special legislation and the power to lay down conditions of service by a statutory authority could only be in the nature of General power of an employer and the special law would always override a general law. Reliance has been placed on 1978 Lab. I.C. 1657 Equivalent 1979 AIR (SC) 65 (UP State Electricity Board Employees case). On its basis it is contended that Industrial Disputes Act being a special legislation, the jurisdiction of the Tribunal to adjudicate the Ondustrial dispute referred to it or is not at all taken away by the provisions of the LIC Act and further the LIC Act was not intended to obliterate the provisions contained in the Industrial Disputes Act. The I Party have also placed reliance on the decisions in 1979 Lab. I.C. 592 where it is held that Industrial Disputes Act is a special legislation and therefore the Co-operative Societies Act cannot take away the jurisdiction of the Industrial Tribunals.

54. The next important contention put forward by the I Party is that the objection of the II Party-Corporation that there could be an industrial dispute in respect of a matter not covered by the Standardisation Order is without basis, as it amounted to an admission that Industrial Disputes Act applied to the employees of the Life Insurance Corporation also. The other important contention raised by the I Party is that the Standardisation Order claimed to be statutory in character has been treated as no more than a contract by the II Party itself.

55. The I Party have stated that the non-obstante clause portion of Section 11(a) of the LIC Act at Section 11(2), namely, "notwithstanding anything contained in sub-section (1) or in the I.D. Act, 1947 or in any other law for the time being in force or in any award, settlement or agreement for the time being in force altered "whether by way of reduction or otherwise" in the remuneration or other terms and conditions of service to such extent and in such manner as it thinks fit and so on do not mean or those words cannot be equated to "nothing contained in I.D. Act shall apply to the transferred employees". The non-obstante clause can only means that the Central Goverment can alter the conditions of service (contractual) though, notwithstanding what is containing in the Industrial Disputes Act in this behalf. In other words, if there is any obstacle in the Industrial Disputes Act preventing alteration in the conditions of service, then such a provision in the Industrial Disputes Act will not be an obstacle for the exercise of the power by the Central Government to alter the said conditions of service. Two provisions of the Industrial Disputes Act, namely, Sections 9(a) and 25FF of the I.D. Act have also been quoted by the I Party in this connection. So, according to the I Party, all that can be said of Section 11(1) of the L.I.C. Act is that the Central Government can effect a change without reference to Section 9-A or Section 25FF of the Industrial Disputes Act. It is stated that when it was the intention and purpose of empowering the Central Government under Section 11(1) of the LIC Act to enable it to pass an order to secure uniformity, if the Standardisation Order is deemed as an obstacle to deal with the points of dispute under the Industrial Disputes Act, the very purpose and object of the LIC Act will be taken away and this version of the Corporation is misconceived and so on.

56. It is urged by the I Party that the contention of the II Party that the LIC Act is a self contained Code and therefore there cannot be any outside interference as there are Insurance Tribunals constituted under Section 70 which had exclusive power to deal with the disputes. But according to the I Party the LIC Act was not intended to deal with the industrial dispute and the jurisdiction on the Industrial Tribunal is conferred under the provisions of the Industrial Disputes Act which is a special law and this special jurisdiction of the Industrial Tribunal is upheld by the Supreme Court in Gujarat State Co-operative Land Development Bank's case 1979 Lab. I.C. 592 whereas the jurisdiction of the Insurance Tribunal is confied to what is contained in 15, 16 and 17 of the LIC Act. It is also urged by the I Party that what was sought to be excluded under the LIC Act is the jurisdiction of the Civil Court as mentioned in Section 41 of the LIC Act and significantly there is no mention of the Industrial Disputes Act in Section 41 of the LIC Act.

57. As regards the alleged status of the employees of the Life Insurance Corporation as claimed by the Corporation that they have statutory status and the regulations under the LIC Act have the force of law is inconsistent with the stand taken by the II Party-Corporation that the terms contained in the Standardisation Order are absolutely imperative and unchallengeable as laid down by the Supreme Court in 1978 Lab. I.C. 709 where the Supreme Court had occasion to consider the scope of the powers of the Tribunal under the Coaking Coal Act similar to the Industrial Tribunal. The I Party have also challenged the claim of the Corporation that its employees have statutory status and the regulations made by the L.I.C. have the force of law saying that the workmen under the I.D. Act have a special statutory right to seek remedies given to them under a special legislation viz., the Industrial Disputes Act.

58. Thus from the abov rival contentions, It is a matter paramount importance to consider the basic contention raised on behalf of the II Party-Corporation as to whether this Tribunal has no jurisdiction to adjudicate the points of dispute referred to this Tribunal and also to consider the I Party workmen are stopped from raising the present dispute in view of the provisions of Section 11(2) of the LIC of 1956. The above rival contentions have given rise to fundamental and basic differences between the parties regarding the claims made in this reference. As already stated, the II Party-Corporation has put forward a very tall and strong claim contending that the Life Insurance Corporation is a statutory body established under the Act and by virtue of the powers conferred on the Central Government under the Act, the Central Government has passed the Standardisation Order acting under Section 6 of the said order and the service conditions and all other matters including the disputes between the L.I.C. and its workmen are all governed only under the Standardisation Order and therefore no other authority a statutory body or Industrial Tribunals or Labour Courts established under the Industrial Disputes Act have no power whatsoever to entertain any claim or dispute from the workmen and adjudicate them. Secondly, the Corporation has claimed that all the orders and regulations passed under the LIC Act have statutory force and the workmen have a statutory status and any dispute between the employer and the workmen are to be considered and decided only by the Insurance Tribunals created under the Act those matters that fall within the frame-work of the Standardisation Order. Thirdly, the Corporation has claimed that no any other disputes other than those falling within the frame-work of the Standardisation Order alone can be enterained and adjudicated upon only by the Insurance Tribunals and not by any other authorities or bodies including Industrial Tribunals. So, it is to be examined how far these contentions raised by the Corporation can be considered as valid.

59. It is true that the LIC is a statutory body established under the Act of 1956. It is also true that the Central Government is empowered to frame rules, orders and regulations by virtue of the provisions of the Act itself, acting under clause 6 of the Act itself the Central Government has passed the Standardisation Order in 1957 Ext. M-5. It is also true that service conditions of the mployees who were transferred to the L.I.C. from the various LIC companies are considered under Ext. M-5 and their pay and other positions in the L.I.C. have been fixed thereunder. It is also admitted that Mysore Government Insurance Department

was also dealing in life insurance, although it was one of the several Government departments. It is also further admitted that all the I Party workmen who were working in the M.G.I.D. have stood transferred to the L.I.C. on the appointed day and admittedly all of them have exercised their option under the Act to continue as employees of the L.I.C. and also for fixing their salaries and other matters relating to their service conditions.

60. Still in view of the above facts are the I Party workmen precluded or barred from raising the present dispute being the workmen of the L.I.C., which is admittedly an industry under the provisions of the Industrial Disputes Act as has been done in this reference is the important point for giving a finding on issues 1 and 2. Even granting that the Act is taken as a self contained Act, it is very difficult to agree with the learned counsel Sri Dharwadker for the II Party-Corporation that the functions of the L.I.C. are to be worked only under the frame of the Act and not in other rules or Acts. At this juncture, it is necessary to point out the purpose and the object under which Ext. M-5 the Standardisation Order dated 1-6-1957 was passed. As found from the preamble of the order it was for the purpose of securing uniformity in the scale of remuneration and other terms and conditions of service applicable to employees of insurers whose controlled business has been transferred to and vested in the Corporation, the order was made for altering the remuneration and other terms and conditions of service applicable to the said employees. A plain reading of the above makes it amply clear that Ext. M-5 was passed only with the ulterior purpose of securing uniformity in the scales and other terms and conditions of service of the employees. There is also no merit in the contention put forward by the Corporation that the reference made by the Central Government is invalid under Section 10 of the Industrial Disputes Act when there was a provision made under the Act for the establishment of the Insurance Tribunal. The reason is first of all such a contention cannot at all be raised by the L.I.C. without impleading the Central Government as a party as laid down by the Supreme Court in Binny Ltd., vs. its workmen—1972 Lab. I.C. 1141. Thus it is to be pointed out that the Standardisation Order itself cannot be a obstacle to adjudicate the dispute by this Tribunal as ruled in Alembic Chemicals' case. It is also important and relevant to note that Industrial Disputes Act is a special legislation and the power to lay down the terms and conditions of service by a statutory authority could only be in the nature of general power of an employer and the special law would always prevail against the general law as rightly submitted by Sri M. C. Narasimhan for the I Party and as held in U.P. State Electricity Board's case—1978 Lab. I.C. 1657 and also 1979 Lab. I.C. 592 (Gujarat State Land Development Co-operative Bank). That apart, it is also to be noted that there is no provision made in the Standardisation Order for this Tribunal for not considering demands made in this reference. In other words, there is no specific bar under the Standardisation Order Ext. M-5 ousting the jurisdiction of the Industrial Tribunal and also considering several disputes by the workmen. It is not the case of the L.I.C. that the provisions of the Industrial Disputes Act do not apply to its employees at all. The only contention of the L.I.C. is that workmen can raise an industrial dispute only in respect of matters not covered by the Standardisation Order Ext. M-5 which on the face of it looks strange and surprising. It is not possible to agree with the contention put forward by the Corporation that the so-called Standardisation Order takes away the power of the Tribunal in adjudicating the disputes emerging from a contract or otherwise. It is to be emphasized at this point that the Standardisation Order has come into existence only for bringing out uniformity in the service conditions and fixing the remuneration of the employees who stood transferred to the L.I.C. and who are in the services of several insurers. Therefore, the Corporation cannot at all claim that the Standardisation Order is a statutory one and its provisions de hors all other laws for the time being in force. Hence the contention that the Standardisation Order as such is a statutory force as to prevent the Central Government from making a reference to this Tribunal is untenable.

61. The second important contention raised on behalf of the Corporation is that Section 11(2) of the LIC Act has excluded the provisions of the Industrial Disputes Act and former viz., Section 11(2) of the Act has a non-obstante character cannot also be held as tenable. Laying emphasize on the words appearing in Section 11(2) "notwithstanding anything contained in sub-section (1) or in the I.D. Act 1947 or in any other law for the time being inforce or in any award, settlement or agreement for the time being in force alter the remuneration and other terms and conditions of service to such extent and in such manner as it thinks fit". Sri Dharwadkar for II Party argued that the provisions of the Industrial Disputes Act have been excluded and provisions of Section 11(2) of the LIC Act prevail over the I.D. Act. As rightly contended by Sri M. C. Narasimhan for the I Party the above words are to be carefully analysed and it is right as contended by him that those words do not mean or words cannot be equated to "nothing contained in the I.D. Act shall apply to the transferred employees".

It is so-called non-obstante only meant that the Central Government can alter the conditions of service notwithstanding what is contained in the Industrial Disputes Act. There is considerable force in the contention raised by Sri M. C. Narasimhan that Section 11(2) of the Act only enables the Central Government to pass an order to secure uniformity or to reduce the emoluments of the employees in the interest of the policyholders and such power is in no way different from similar to the power given to a Certifying Officer under the Industrial Employment (Standing Orders) Act to vary the conditions of the employment. The argument that the orders, rules and regulations made under Section 11(2) of the Act have a statutory force and the employees of the Corporation have a statutory status does not stand to merit. It is also urged on behalf of the Corporation that the workmen cannot claim any reliefs on the grounds of custom, past practice, equity and principles of natural justice also does not stand to reason and such an argument sounds against the principles of natural justice which is the back bone of social justice.

62. Sri Dharwadkar for the II Party vehemently contended that the present dispute cannot at all be adjudicated by the Industrial Tribunal as under Section 41 of the Act the exclusive jurisdiction to try such matters is only on Insurance Tribunals as it was only the Insurance Tribunal that was competent to try all matters relating to and arising out of the Standardisation Order. It is to be noted that under Rule 12-A of the Life Insurance Corporation Rules "any question whether of title or of liability or of any nature whatsoever in relation to the assets and liabilities pertaining to the controlled business of an insurer transferred to and vested in the Corporation". He accordingly contended that when there is a provision made in the Act or under the Rules framed thereunder for deciding and determining the question relating to the assets and liability the present disputes must have been raised before the Insurance Tribunal and before this Tribunal, according to him the word 'liabilities pertaining to the controlled business of an insurer' meant and included the demands made by the I Party workmen in this reference for weightage, graduation increment and so on. I am unable to agree with the learned counsel Sri Dharwadkar in this regard and for extending the denotation of the word liabilities to such a wide extent.

63. So, the contention of the II Party that the Standardisation Order at Ext. M-5 completely and totally bars the Industrial Tribunal adjudicating the present dispute and the Standardisation Order as to prevail over the Industrial Disputes Act are not at all tenable. As rightly contended by the I Party that power to make the regulations under Section 49 of the Act could not be available for altering the conditions of service. Further the contention of the Corporation that the jurisdiction of the Industrial Tribunal had been excluded under Section 49 of the Act is also not tenable as Section 49 has only sought to exclude the jurisdiction of the Civil Court and not the Industrial Tribunal constituted under the Industrial Disputes Act. The decision relied upon by the Corporation in A.I.R 1973 (SC) 250 Equivalent 1973 Lab I.C. 211 is not at all helpful to the Corporation as the same does not lay down that the Industrial Tribunal has no jurisdiction. The Supreme Court in 1978 Lab. I.C. 709—Bharat Coking Coal Ltd., vs. its workmen has ruled that the Tribunal has jurisdiction.

64. In addition to above, it is also to be noted that the II Party themselves have produced Ext. M-8 Settlement dated 20-6-1970 which settlement had been entered before the National Industrial Tribunal by the Life Insurance Corporation and the several unions of its workers. This also goes to show that on an earlier occasion the L.I.C. had

submitted itself to the jurisdiction of the National Industrial Tribunal at New Delhi which was a creature of the Industrial Disputes Act. Having done so on previous occasion in the year 1970, the Corporation is estopped from taking such a plea questioning the jurisdiction of the Industrial Tribunal constituted under the Industrial Disputes Act. It is also to be noted that it was contended by the Corporation that an Industrial Tribunal can adjudicate only such of those disputes which did not fall under the purview and framework of the Standardisation Order. This contention itself makes it amply clear that disputes other than those falling under the purview of Ext. M-5 do arise and such disputes are to be decided and determined only by the Industrial Tribunal.

65. For the above and other reasons, it is to be held that LIC Act is not intended to deal with industrial disputes. The industrial dispute and the jurisdiction conferred on the Industrial Tribunal is a special law and the special jurisdiction as laid down by the Supreme Court in Gujarat State Land Development Co-operative Bank, 1979 Lab. I.C. 592 Secondly, the word "industrial dispute" has not at all occurred anywhere in the LIC Act. The jurisdiction of the Insurance Tribunal is confined to Sections 15, 16 and 17 of the LIC Act and these sections have nothing to do with the industrial disputes as they are all disputes of a civil nature. Thirdly, Section 49 of the LIC Act excludes the jurisdiction of only the Civil Court and not the Industrial Tribunals From the above, it is to be held that this Tribunal has jurisdiction to adjudicate the disputes referred in this reference and the workmen also are entitled to raise the disputes of the nature before the Industrial Tribunal.

66. The above controversy raised by the parties regarding the jurisdiction of this Tribunal has been set to rest in a recent decision of the Supreme Court reported in 1980 Lab. I.C. 1218 (The Life Insurance Corporation of India vs. D. J. Bahadur). Their Lordships have ruled therein that the Industrial Disputes Act is a special legislation and the Life Insurance Corporation Act is a general legislation. It is also held that—

> "Whatever be the powers of regulation of conditions of service, including payment of non-payment of bonus enjoyed by the employees of the Corporation under the life Insurance Corporation Act, subject to the directives of the Central Government, they stem from a general Act and cannot supplant, subvert or substitute the special legislation (i.e. Industrial Disputes Act, 1947 in the instant case) which specificaly deals with industrial disputes between workmen and their employers.
>
> In determining whether a statute is a special or a general one, the focus must be on the principal subject matter plus the particular perspective. For certain purposes, an Act may be general and for certain other purposes it may be special
>
> It is plain and beyond dispute that so far as nationalisation of insurance business is concerned, the Life Insurance Act is a special legislation but it has nothing to do with the particular problem of disputes between employer and employees and of investigation and adjudication of such disputes. It does not deal with workmen disputes between workmen and employers or with industrial disputes. Life Insurance Corporation's main business is not investigation and adjudication of labour disputes.
>
> On the other hand the Industrial Disputes Act is a special statute devoted wholly to investigation and settlement of industrial disputes Therefore, with reference to industrial disputes between employers and workmen the Industrial Disputes Act is a special statute and the Life Insurance Corporation Act does not speak at all with specific reference to workmen. Its powers relate to the general aspects of nationalisation incidentally involving transfer of existing employees of insurers. The workmen qua workmen and industrial disputes between workmen and the employer as such are beyond the orbit of and have no specific or special place in the scheme of the Life Insurance Corporation Act.
>
> Thus vis-a-vis "industrial dispute" at the termination of the settlement as between the workmen and the Corporation the Industrial Disputes Act is a special legislation and the Life Insurance Corporation Act is a general legislation. Likewise, when compensation on nationalisation is the question, the Life Insurance Corporation Act is the special statute"

From the above latest decision of the Supreme Court wherein the Life Insurance Corporation itself is a party and in view of the reasons mentioned above, I hold that this Tribunal has jurisdiction to adjudicate the points of dispute referred in the present Reference and I also further hold that the I Party workmen are not estopped from raising the present disputes in view of the provisions of Section 11(2) of the Life Insurance Corporation Act, 1956.

67. Accordingly Issues Nos 1 and 2 are held against the II Party—Life Insurance Corporation of India.

68. **Issue No. 3 :**

The claim of the I Party workmen has been challenged by the Corporation on the grounds that the same suffers from laches. In other words the contention of the Corporation is that the reference has been made by the Government of a matter which had been decided and rejected long back by the Corporation. The Corporation have stated that it is a stale claim contending that the demands of the workmen had already been rejected many times both directly as well as by necessary implications, in view of various settlements reached between the Corporation and the workmen. This contention of the Corporation that the reference itself is bad in view of the above ground cannot sustain and that is not the correct position in law. Because the Government have the power under Section 10 of the Industrial Disputes Act to make any reference at any time and this power cannot be questioned. Further, admittedly these workmen have gone on raising the demands frequently by making representations to the Corporation and some of them have not at all been given final replies with regard to their representations. In Western India Match Co., vs. Western India Workers' Union it has been laid down that the mere fact that there has been a lapse of time, the Government had no power to refer the dispute. So, the ground urged by the II Party that the reference suffers from laches has to fall vide A.I.R. 1959 (SC) 1279. Accordingly Issue No. 3 is answered in the negative and against the II Party—Corporation.

69. **Issue No. 4 :**

The Corporation have again contended that the plea of discrimination alleged by the workers is not tenable saying that in view of the wordings of the points of dispute calling upon this Tribunal to decide whether denial of the benefits is justified and so on. The II Party has contended that the justification or otherwise of the alleged denial of benefits is to be determined with reference to the existing terms and conditions of service as laid down in the rules, regulations, orders, settlements, administrative instructions. When these rules, have been applied uniformly it is contended the question of discrimination did not arise. It is contended that this Tribunal has no jurisdiction to strike down the rules which have force of law and reframe the rules and grant benefits in view of the limited scope of reference. This contention of the II Party cannot also be upheld for the reasons that the workmen who have sought for some reliefs and benefits are entitled to allege discrimination and show that the Corporation under the very Standardisation Order Ext M-5 while fixing the wages and other benefits had discriminated from one employee to another placed in a similar situation This plea of discrimination urged by the workmen is only a plea which the workmen are entitled to make but it is for the workers to substantiate the alleged discrimination made by the Corporation between them and the other employees That being the position the Corporation is not justified in saying that the workmen are barred from taking away such a plea and therefore such a contention cannot be upheld Accordingly Issue No 4 also is answered in the negative and against the Corporation.

70. **Issue No. 5 :**

The next important contention of the II Party is that in view of the subsisting settlement, under Section 18 of the Industrial Disputes Act the present reference is invalid.

According to the II Party, the Tribunal is only to adjudicate upon whether the L.I.C. is justified in denying the increments and other reliefs mentioned in the points of dispute. So the terms of the reference themselves postulate the existence of the terms and conditions of service embodied either in the order, regulation, settlement or administrative instruction, as the case may be. The denial of increments has to be justified with reference to the existing terms and conditions of service. So the jurisdiction of his Tribunal under Section 16(4) of the Industrial Disputes Act is thus limited to the points of dispute and the matters incidental thereto and accordingly the Tribunal is not competent to enlarge the scope of the points of dispute and make an attempt to adjudicate them.

It is stated by the Life Insurance Corporation that admittedly there was a settlement in 1974 between the L.I.C. and its workmen, including the I Party workmen in the reference. The said settlement which was entered in January 1974 was to be inforce for four years from 1-4-1973 to 31-3-1977. The present reference has been made on 18-10-1976. So during the period of settlement, the terms and conditions therein are naturally binding on the parties and therefore no dispute can be raised. It is stated that under clause 12(3) of the settlement of 1974, it is specifically provided that the settlement disposes of all the demands raised by the workmen for revision of the terms and conditions of service. Clause 12(4) of the settlement provided "Except as otherwise provided or modified by this settlement, the workmen shall continue to govern all the terms and conditions of service as set forth and regulated by the Life Insurance Corporation of India (Staff) Regulations, 1960 as also the administrative instructions issued from time to time and they shall subject to the provisions thereof including the period of operation specified, be entitled to the benefits thereunder". So on the basis of the above clause of the settlement, the Corporation have contended that the parties to the said settlement includingthe workmen in this dispute had agreed to abide by the terms of the said settlement. Because one of the terms provided for "all the demands raised by the workmen stood disposed of" and further the parties agreed that all other terms and conditions shall remain as set forth and regulated by the (Staff) Regulations, 1960 as also the administrative instructions issued from time to time. Therefore, the Corporation have contended that having regard to the above express clauses of the settlement of 1974 the workmen cannot raise any dispute during the period of operation of the settlement. So accordingly the Corporation Vehemently contanded that in view of the existing settlement, the Tribunal cannot adjudicate the questions in reference relating to the existing terms and conditions of service. It is also argued by the II Party-Corporation that the workmen can raise dispute provided that any rule or regulation is not properly interpreted and therefore they have been deprived of their benefit. On the contrary, the basis of the claim of the workmen is on the past practice, break in service custom, equity and so on.

71. The contention of the I Party is that the Corporation had not taken the plea that the reference was bad in view of the settlement of 1974 before the Conciliation Officer. It is to be mentioned that there is no bar for the Corporation to take such a plea even granting that they had no raised the plea before the Conciliation Officer. According to Sri M.C. Narasimhan for the I Party the dispute relates to the fixing of pay and other benefits as on 1-9-1956 and evidently this has nothing to do with the terms and conditions of service laid down in subsequent settlement. According to him, the question is what is the service that should be taken for the purpose of weightage and increment. That being the case, this is the matter that has arisen to the actions of the Corporation in 1956 and 1957. When the L.I.C. has admittedly given the benefit of past service to a section of its employees it cannot be denied to the persons mentioned in the reference. Therefore it is urged on behalf of the I Party that the so-called settlement of 1974 and the other settlements have nothing to do and have no bearing on the questions that are involved in this reference for adjudication.

72. Issue No. 5 is an important issue which touches the very right of the employees to raise a dispute as has been done in this reference. It is not disputed that there was a settlement betweeen the L.I.C. and its workmen including the settlement was to be inforce for four years from January 1974. The contention of Sri M. C. Narasimhan is that the Corporation cannot place reliance on the said settlement, as the same has not been marked as an exhibit, but it is on the file in the records and relied upon by both the parties and therefore the Tribunal is entitled to take that settlement into consideration. That is a settlement under Section 18 read with section 2(p) of the Industrial Disputes Act. The settlement is arrived at in the course of conciliation proceedings and under Section 18 read with section 2(p) of the Industrial Disputes Act which is binding on all the workmen as it is a settlement arrived at in the course of conciliation proceedings. It was also in force on the date of the present reference to this Tribunal in the year 1976. As rightly contended on behalf of the Corporation that in view of clause 12(3) and (4) of the said settlement all the demands raised by the workmen for revision of terms and conditions of their service had been disposed of. Further it had been agreed by the workmen that they shall continue to be governed that all the terms and conditions of service as set forth and regulated by the Life Insurance Corporation (Staff) Regulations of 1960 as also the administrative instructions issued from time to time during the period of operation of the settlement. It is true that the settlement of 1974 was in force in 1976 when the reference has been made to this Tribunal. Even at present the terms and conditions of the said settlement of 1974 are deemed to be in force as they have not been specifically cancelled by terminating the terms and conditions of settlement by either of the parties. Therefore there cannot be any controversy that the I Party workmen who are also parties to 1974 settlement and who had been agreed to the terms thereunder were bound by the terms of that settlement as it was a settlement under Section 18(3) of the Industrial Disputes Act.

73. Even at present the said settlement of 1974 cannot be said to have been expired as no notice of its termination has been admittedly issued by either of the parties to the other. As laid down in a recent decision of the Supreme Court in 1980 Lab. I.C. 1218 the settlement continues to regulate the relations between the parties till it is replaced by a new one. The Supreme Court has also ruled in the said decision that after the expiry of the specific period contractually or statutorily fixed period of operation of an award, settlement is replaces the previous one, the same does not become non est, but continus to be binding until a new contract or an award replaces the previous one, the former settlement or award will regulate the relations between the parties. Hence the settlement of 1974 which has not yet been terminated by either of the parties although its terms expired is still in force and therefore binding on all the workmen of L.I.C. including the I Party workmen, Hence, the I Party workman are governed only under the standardisation order, by the present terms and conditions of service.

74. At this juncture, it is relevant to point out that as seen from the various exhibits marked on behalf of the I Party workmen, the I Party workmen were individually and collectively making representations to the Corporation to give them the various benefits by taking into account their past service in the various departments other than the insurance Department of the M.G.I.D. and accordingly given them benefits of weightage and graduate increments and so on. The Corporation had replied to some of those representations by rejecting them. This shows that prior to 1974 right from 1-9-1956 the I Party workmen were agitating for getting the reliefs and benefits sought in this reference. The Corporation had denied them, endorsements have been given to that effect. Even some unions had taken up the cause of the I Party workmen before the authorities, still the Corporation had rejected their claims.

75. From this it follows that on the date of the settlement of 1974 the various demands (claims) made in this reference of the I Party workmen had been given up. Still the I Party workmen or the union representing them had not raised any conciliation pertaining to these very claims and demands relating to the erstwhile employees of the M.G.I.D. who had stood transferred to L.I.C. from 1-9-1956. This shows that the I Party workmen had acquiesed to the replies given by the Corporation rejecting their claims.

76. Even otherwise, granting that the various demands of the I Party workmen made in this reference were subsisting inspite of their specific relection or otherwise, prior to

throughout India, under Section 18(3) of the Industrial Disputes Act, the I Party workmen were also bound by the terms and conditions of the said settlement of 1974. When the claim of the I Party workmen had thus ben settled by virtue of the settlement of 1974 wherein it had been agreed that the said setlement had disposed of all the demands raised by the workmen for revision of terms and conditions of service, in my opinion, it is not open to the I Party workmen to again raise a dispute regarding the revision of terms and conditions of their service when they are agreed the same to be fixed under the provisions of the Standardisation Order. Besides, it had also been agreed between the parties that the workmen shall continue to be governed by all the terms and conditions of service as set forth under the Life Insurance Corporation of India (Staff) Regulations, 1960. So under the settlement of 1974, it was clear that all the existing demands of the workmen for revision of terms and conditions of service had been settled and there was an agreement that the settlement had disposed of all those demands, that is the meaning of a plain reading of clause 12(3) and (4) of the settlement of 1974. The result therefore is the points of dispute in the present reference pertaining to the demands of the workmen for revision of terms and conditions of service which had been settled and disposed under the settlement of 1974. Therefore, the contention of the Life Insurance Corporation that the reference is invalid in view of the subsisting settlement of 1974 under Section 18 of the Industrial Disputes Act, is to be upheld accordingly. Therefore, Issue No. 5 is answered in the affirmative and in favour of II Party holding that the reference is invalid in view of the settlement of 1974 and in favour of the II Party.

77. Having considered and given findings as above, on the 5 issues framed in the case, the next and the most important point for determination is the points of dispute referred to this Tribunal. The points of dispute are whether the Management of Life Insurance Corporation of India are justified in denying increments to the various workmen mentioned in the Schedule to the reference. The details of the alleged denial of the increments and also the denial of the weightage to, some of the I Party workmen for the reasons mentioned in the points of dispute have been found in detail in the points of dispute themselves. It is thus seen that the points of dispute relate to the justification or otherwise of their denial by the I I.C. to the workmen—

(i) denial of weightage for continuous past service ;

(ii) denial of weightage on account of past service despite breaks in service ;

(iii) denial of weightage on account of war service ;

(iv) denial of weightage for graduation.

So when the reference relates to the grant of increments to the workmen, weightage on account of continuous past service for past service with breaks, for war service besides on account of weightage for graduation, it is relevant to consider what constitute service. It is the contention of the I Party that service in departments other than the M.G.I.D. tantamount to service with the insurer under the Standardisation Order and therefore the same is liable to be taken into account for computation of increments and fixing of the salary in consequence of the same. Admittedly all the I Party workmen were in service of the M.G.I.D. on 1-9-1956 on which date the Life Insurance Corporation Act came into force. On issuance of the Standardisation Order as per Ext. M-5, the workmen were given the options to absorb themselves in the service of the L.I.C. All the I Party workmen have opted to the same If any employee of the M.G.I.D. had refused to accept and give consent as provided under the Standardisation Order for continuing as an employee of the L.I.C., the I I.C. had a right even to terminate their services, of course, after complying certain formalities required under the Standardisation Order. When once the I Party workmen did opt and gave consent to be absorbed as employees of the L.I.C. all the provisions of the L.I.C. Act and the provisions of the said order were applicable to them Their services were liable to be governed subsequent to 1-9-1956 only under the provisions L.I.C. Act and also the orders, regulations as made thereunder as well as the administrative instructions issued by the Corporation. The I Party workmen were well aware of these legal positions consequent to their transfer from the M.G.I.D. to I I.C. Later, as provided under the Standardisation Order the salaries of the workmen are fixed taking into consideration, their service with the previous insurer, as per clause 6 of the Standardisation Order. In the beginning, viz, at the time when the salaries of the I Party were fixed under the Standardisation Order, the details of which are given above in several paragraphs of the Claim Statement and the Counter Statement, the I Party workmen have not admittedly challenged the same It is only after some years when the L. I. C. had fixed the salaries of some other employees placed the same situation by giving weightage and fixing their salaries at higher rate they have made individual representations to the Management.

78. For purpose of considering the claims of the I Party workmen, it is of utmost importance to consider and deal how far their claims for granting of their weightage on account of several grounds i.e., on account of past service, on account of service with breaks, on account of war service, on account of graduation are tenable. Let us take the claim regarding the granting of weightage for the past service. In this context, it is to be noted that admittedly many of the I Party workmen before actually joining the M. G. I. D. had worked in several departments of erstwhile Mysore Government, such as, Food, Forest and in case of some workers, there were breaks in their past services when they actually joined the M. G. I. D. As already stated, the details of the past service and the details of the breaks that had occurred in the services of the I Party workmen have been mentioned in detail above. There is no dispute also with regard to the actual period of break in service in the case of several workmen. That break in service varied from workman to workman, ranging from one day to several months.

79. The main contention put forward by the I Party workmen is that when they were transferred to the L. I. C. as they were working in the M. G. I. D. their service conditions had been governed under the Mysore Services Regulations and therefore those service conditions should be protected. It is the contention that under the Mysore Services Regulations under clause 263, their past service in the departments other than the M. G. I. D. was to be counted as continuous service in spite of breaks for purposes of gratuity, pension, leave and granting of weightage increments. It is on this basis the I Party have now claimed that their past service with or without breaks in the several departments other than the M.G.I.D. should be taken as continuous service and accordingly its benefits should be given for the purpose of granting increments and weightage etc.

80. On the contrary, the II Party Corporation has vehemently contended that under the Standardisation Order, the salaries of the I Party workmen were fixed taking into consideration their past service only with the previous insurer, namely, the Mysore Government Insurance Department. In other words their contention is that it was only the service with the previous insurer that they were bound to take into consideration and not the service rendered by the workmen in various other departments other than the M.G.I.D. The Corporation also have contended that in case of several I Party workmen as admitted by both the parties breaks in the service had occurred for several months and therefore their continuous service was taken from the date of each employee actually joining the M.G.I.D. and therefore it is contended by the II Party that the past service that required to be taken for consideration in the matter of fixing of their salaries, it was only with the service with the previous insurer viz., the M.G.I.D. and no other service could be taken into account as there were admittedly breaks ranging from two days to two months. In support of their contention, the II Party have relied upon a decision of the Supreme Court in Civil Appeal No. 769/62 (I. I. C. of India vs. K. R. Krishnamurthy). It is a case that had arisen between K. R. Krishnamurthy who was also an employee of the M.G.I.D. before he was transferred to the I.I.C. and the Life Insurance Corporation of India. The main question for determination by the Court in that case was what was the service that had to be taken into consideration in respect of an employee transferred from the M. G. I. D. to L. I. C. for purpose of continuity. It is observed by the Supreme Court that reads as follows:

> "Sub-section (1) of Section 11 of the Act provides that every whole time employee of an insurer whose Life Insurance business has been transferred to the Life Insurance Corporation and who was employed by the insurer wholly or mainly in connection with his controlled business immediately before the appointed day shall, on or from the appointed day, become an employee of the Corporation, and shall hold his

office therein by the same tenure, at the same remuneration and upon the same terms and conditions and with the same rights and privileges as to pension and gratuity and other matters as he would have held the same on the appointed day if this Act had not been passed."

The dispute in that case related to over the interpretation of the words "service with the previous insurer" occurring in the administrative orders. The II Party Corporation contended that in that case before the Supreme Court that the proper interpretation of the words "service with the previous insurer" is service in the insurance business of the insurer in a case where, as in the present case the insurer had the other activities also. The L. I. C. further contended that the service of the appellant in that case "K. R. Krishnamurthy" in the Taluk Office or in the food department, was not service with the previous insurer. The Supreme Court ultimately agreed with the contention of the L.I.C. as an interpretation of the Regulation regarding the words "service with the previous insurer". It also pointed out that under Section 11 of the Act only those employees of the insurer who were employed "wholly or mainly in connection with his controlled business immediately before the appointed day" that automatically pass into the service of the Corporation. The Supreme Court has also stated that Section 11 of the Act deals with persons employed immediately before the appointed day and is concerned with the transfer of the service with these people of the L. I. C., it certainly indicates what kind of the emyloyees of the previous insurer is contemplated by the Act. That kind consists of persons who had been wholly or mainly employed in the life insurance business of the insurer. With other employees of the insurer the Act is not concerned. When, therefore, Orders were issued under the powers conferred by the Act concerning the services of the employees of previous insurer and the words "service with the previous insurer", are used, it is plain that they can only refer to service in the insurance business with the previous insurer.

81. From the ruling in this decision, it is clear that previous service means "service with the previous insurer" and that too wholly or mainly connected with the life insurance business of the Mysore Government, namely, the service only in the M.G.I.D.

82. Further the L.I.C. have also contended that the Central Government under Section 11(2) of the Act in order to secure uniformity might alter the scales of remuneration and other terms and conditions of service and fix the new scales of pay of the transferred employees under the Standardisation Order to secure uniformity in relation to all the transferred employees.

83. Sri M. C. Narasimhan on behalf of the I Party contended that although it is true that the word "service with the previous insurer" had been defined as referring to the service rendered in the life insurance business of the previous insurer. the same has to be understood in the context of the facts which were in controversy in K. R. Krishnamurthy's case. According to him. in K. R. Krishnamurthy's case. the Supreme Court has dealt with the question of promotion of employees to a higher post and not with regard to the conditions of service in the matters of fixing remuneration of the transferred employees and granting of weightage, increment, etc. Having contended accordingly Sri M. C. Narasimhan argued that the ruling in K. R. Krishnamurthy's case can very well be distinguished from the facts of this case. But it is not possible to agree with the above arguments of Sri M. C. Narasimhan and restrict the definition of the past service of an employee only for a limited purpose and extent.

84. Sri M. C. Narasimhan for the I Party has vehemently urged that before the decision in K. R. Krishnamurthy's case while fixing the remuneration and the scales of pay of several other employees who had been transferred from the M.G.I.D. to L.I.C. had fixed the salary at higher scale giving weightage to the past service even though there was break in the service taking into account the service of the employee in other departments of the Mysore Government other than the M.G.I.D. Therefore when the L.I.C. had so fixed the scales and given the benefit of past service with breaks the same had been denied to the I Party workmen and thus there was denial of justice to them. But the answer of the L.I.C. is and as sworn to before this Tribunal by Sri Dhakras (MW-1) that such instances had occurred and that had been done by mistake When the Corporation came to know of the mistake it had committed in fixing the scales of some employees like M.A.V. Sharma by giving him the benefit of past service with the other department, the L.I.C. withdrew the benefit given to him and in the case of some other employees it left the matter as it was any action taken in that regard would have resulted in the reduction in the remuneration of some employees and that was done at the instance of some unions. MW-1 Dhakras has defined that the mistake the L. I. C. had come to know of it had committed only after the judgement of K. R. Krishnamurthy's case. Anyway admittedly by mistake of officers of the L.I.C., remuneration of some of the employees had been fixed at higher rate by giving them benefits of weightage even for their past service other than the service in the M.G.I.D. When the L.I.C. had withdrawn the benefits so given on its coming to know of its mistake as sworn to by MW-1, his explanation has to be accepted as reasonable. Moreover, some acts done by the II Party by mistake which had later on been rectified cannot be a ground for the I Party workmen to claim the benefits now claimed in this reference on the ground that when L.I.C. had fixed the remuneration of some other employees on a higher scale, the same should be granted to them even now. The L.I.C. can not be directed to commit the same mistake once again. There is no substance in this plea of the I Party and to raise it even at this distance of time particularly in view of the judgement of K. R. Krishnamurthy's case. It is also contended on behalf of the I Party that under Art. 263 (d) of the Mysore Services Regulations, interruption or break in service occurred only in cases falling under the said Article and the Mysore Government had recognised such services in break as continuous service. It is also contended that in spite of break in service in case of B. Vasudeva Rao it had been treated as continuous service for purpose of gratuity and pension. It is true that under the Mysore Services Regulations Past break in service had been counted for purpose of gratuity and pension. But there is no material placed on record proving that such past break in service had been treated as continuous service even for the purpose of granting weightage increments by the Mysore Government. Even under Ext. W-20, the L.I.C. had taken the break in service in respect of B. Vasudeva Rao only for the purpose of calculation of pension and was given an endorsement that his claim for purpose of granting weightage increments had been rejected. The various exhibits produced by the I Party reveal that the Mysore Government under Art. 263(d) of the M.S.R had counted the break in service only for the purpose of pension and not for weightage increments. At any rate, there is no material placed by the I Party saying that the Mysore Government had counted break in service for the purpose of granting weightage increments.

85. From the above, it is clear that the contention of the II Party-Corporation is based mainly on the decision of K. R. Krishnamurthy's case by the Supreme Court and other facts that the past service meant service wholly with the previous insurer. In other words, the service rendered by an employee with the previous insurer, namely, the M.G.I.D. that was entitled to be taken into consideration and accordingly the action of the L.I.C. taking the service of the I Party only with the M.G.I.D. is thus justified.

86. The I Party have also claimed weightage increments on ground of war service. Some of the workmen having served in the erstwhile Mysore State Army had joined the M.G.I.D. and that they have claimed that their service in war must be taken into account for the purpose of granting weightage increments. It is contended by the Corporation that increments granted by the Mysore Government in recognition of the war service rendered by its servants have all protected under clause 6 of the Standardisation Order while fixing their remuneration. In other words whatever benefits the Mysore Government had granted on account of war service to its employees have all been protected. Accordingly the Corporation have contended that again on such employees becoming employees of the L.I.C. cannot claim benefits on the same grounds for the purpose of granting weightage increment claiming that the service rendered in war must also be taken as continuous service with the service in the M.G.I.D and accordingly they be granted weightage increments by giving that benefits. The Corporation has again refuted the claim of recognising and taking into account the war service also for the purpose of granting weightage increments as past service relying on the decision in K. R. Krishnamurthy's case wherein it has been held that the service meant only service with the previous insurer. namely. M.G.I.D. and not service rendered in any other departments of the Mysore Government or Army service.

87. The next claim remains to be considered is with regard to the claim for weightage on account of graduation. The contention of the Corporation is that the L.I.C. granted increments for graduation to employees who had graduated prior to the formation of the Life Insurance Corporation on the basis of Ext. M-2. Ext. M-2 is a document wherein the L.I.C. has fixed conditions for grant of graduation increments to employees who had passed First Degree Examination during the period 19-1-1956 and 31-8-1958. The conditions laid down in Ext. M-2, according to the Corporation, have been uniformly applied and increments have been granted. One of the conditions prescribed under Ext. M-2 is that two increments will be granted to the employees if they had not received any benefit for passing graduation. Again consequent on passing the graduation, salary had been increased or higher grade had been given, no increments for graduation were allowed. It is also submitted that WW-1, WW-2 and WW-7 had been given higher fixation of pay on account of their graduation in terms of Ext. M-3 the order of the Government of Mysore. As per Ext. M-3, all the Second Division Clerks who became graduates subsequent to their appointment were fixed at Rs. 60 per month in the scale of pay of Rs. 40-2-50-3-80. Thus the higher fixation at Rs. 60 resulted in benefit of more than 3 increments in all the cases to these I Party workmen in this reference. So, the Corporation has contended that on account of this reason only viz. that all the I Party workmen have given the benefit of higher scale of pay which was more than granting to 2 increments to graduates. The another important contention of the Corporation in this regard is that if any workman had received the benefit for becoming a graduate, benefit on the same ground cannot be granted once again and in other words an employee cannot get benefit of graduation increments two times in service and this reason, in my opinion, stands to reason. As some of the I Party workmen had already been fixed the higher scale of pay on their having become graduates, which benefit amounted to more than 2 increments given by the I.I.C, the L.I.C. has not granted them any weightage increment on account of graduation, and its action is to be upheld accordingly.

88. Thus for the grounds discussed above, the I Party workmen are not entitled weightage increments for continuous past service, for breaks in past service and for war service as their past service, break in service and war service was not service with the previous insurer, namely, M.G.I.D which alone was the service entitled to be taken for the purpose of granting-weightage increments by the L.I.C. in the light of the definition of past service and continuous service and service in the L.I.C. by the Supreme Court in K. R. Krishnamurthy's case The concerned I Party workmen are also not entitled for weightage on account of graduation, as their pay scales had already been fixed from scale of Rs. 40 to scale of Rs. 60 on account of their having become graduates and therefore they are not entitled to the benefit of graduation increments for the second time in their service Therefore, it is held that the Management of Life Insurance Corporation of India, Bangalore Division, are justified in denying the increments on account of weightage, increments on account of past service, increments on account of war service and increments on account of graduation to the I Party workmen mentioned in the Schedule to the points of dispute. Accordingly the following Award is passed :—

AWARD

In view of the above, an Award is passed holding that the management of Life Insurance Corporation of India, Bangalore Division are justified in denying increments on account of weightage for contiuous past service, increments on account of past service despite breaks, two increments on account of weightage for war service and two increments on account of weightage for graduation to the several I Party workers whose names are mentioned in the Schedule of the Order of Reference. Ordered accordingly. No order as to costs.

H. SHANMUKHAPPA, Presiding Officer

Dated 7-4-81

G.S.I.

[No. L-17011/7/76-D. IV(A)]

NAND LAL Desk Officer.

True Copy

New Delhi, the 23rd April, 1981

S. O. 1340.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the management of West Jhagrakhand Colliery, Western Coalfields Limited, P. O. Jhagrakhand, District Surguja (MP) and their workmen, which was received by the Central Government on the 16th April, 1981.

BEFORE SHRI A. G. QURESHI M.A. LLB, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)(44)/1980

PARTIES :

Employers in relation to the management of West Jhagrakhand Colliery of Western Coalfields Limited, P. O. Jhagrakhand Colliery, District Surguja (M.P.) represented by the General Secretary, Azad Koyla Shramik Sabha, P.O. Jhagrakhand, District Surguja (M.P.).

APPEARANCES :

For workman—Shri R. C. Bajpai, Advocate.

For Management—Shri P. S. Nair, Advocate.

INDUSTRY : Coal DISTRICT ; Surguja (M.P.)

Dated, March 24th, 1981

AWARD

In exercise of its power conferred by Clause 10(1)(d) of the Industrial Disputes Act 1947 (Act No. 14 of 1947) the Government of India in the Ministry of Labour has referred the following dispute to this Tribunal, for adjudication, vide Notification No. L-22012 (39)/79-D, IV(B) dated 26th July 1980 :—

"Whether the action of the management of West Jhagrakhand Colliery of Western Coalfields Limited, Post Office Jhagrakhand, District Surguja (Madhya Pradesh) in terminating the services of Shri Ramjiwan S/o Ringhoo, Timber Mazdoor was justified ? If not, to what relief is the concerned workman entitled ?"

2. Parties filed their pleadings on which issues were framed on 14-11-1980 and the case was fixed for admission and denial of documents on 17-11-1980, on which date parties admitted or denied the documents. The case was, then fixed for evidence on 9-1-1981. The Union examined the workman on the question of validity of enquiry on the date of evidence but the management sought an adjournment which was allowed and the case was fixed for 7-2-1981. Again the management sought an adjournment on the ground that the witnesses could not reach Jabalpur. The case was again adjourned for 17-3-1981. On 17-3-1981 Shri P. S. Nair, Advocate for the management, filed the Memorandum of Settlement and verified the signatures of the parties to the settlement duly signed by Shri J. K. Ghosh, Personnel Manager, Western Coalfields Limited Jhagrakhand Area and Shri B. Boral, General Secretary, Azad Koyala Shramik Sabha (UTUC) Jhagrakhand Colliery.

3. I have perused the terms of the settlement dated 5th February 1981, by which it has been agreed that Shri Ramjiyawan S/o. Raghoo shall be reappointed as Badli Timber Mazdoor at West Jhagrakhand Colliery with immediate effect. Shri Ramjivawan shall report for duty within 7 days from the date of signature of the settlement. The workman shall not claim any back wages or continuity of service. Parties further agreed that in view of the settlement arrived at between the parties the reference pending before this Tribunal shall stand withdrawn. The above terms of settlement appear to be fair, reasonable and beneficial to the workman and the Union. Hence I give my award in terms of the settlement arrived at between the parties. The terms of settlement shall form part of this award.

A. G. QURESHI, Presiding Officer

24-3-1981.

[No. L-22012(39)/79-D. IV(B)]

FORM-H

(See Rule-58)

MEMORANDUM OF SETTLEMENT

PARTIES

1. J. K. Ghosh, Personnel Manager, WCL, Jhagarakhand Area —For the Management of West Jhagrakhand Colliery, WCL., Jhagrakhand Area, Distt. Surguja (MP).

Vs.

2. B. Boral Genl. Secretary, Azad Koyala Sharmik Sabha, (UTUC), Jhagrakhand Colliery. —For Workman.

Short Recital of the case

Vide dispute No. CGIT/LC|R|44|1980 dated 31-7-1980, the case of Shri Ramjiyawan S/o. Righoo was referred to the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur for adjudication. In the meantime, both the parties discussed the case mutually and after prolonged discussion, the following settlement was arrived at :

Terms of Settlement

1. Agreed that Shri Ramjiyawan S/o. Righoo shall be re-appointed as Badli Timber Mazdoor at West Jhagrakhand Colliery with immediate effect. Shri Ramjiyawan shall report for duty within 7 days from the date of signature of this settlement.

2. Agreed that the workman concerned shall not claim any back wages or continuity of service.

3. Agreed that in view of the settlement arrived at, the reference pending before the Central Govt. Industrial Tribunal-cum-Labour Court, Jabalpur, stands withdrawn.

4. Agreed that this settles the claim of the union fully and finally.

Signature

Representing Management	Representing Union|Workman
1. (J. K. Ghosh) Sd/- 5-2-81. Personnel Manager, WCL, Jhagrakhand Area.	1. B. Boral—Sd/- 5-2-81 General Secretary, Azad Koyala Shramik Sabha (UTUC), Jhagrakhand Colliery.

Place : South Jhagrakhand.

Date : 5th February 1981.

Witnesses :—

1. Sd/- 5-2-81

2. Sd/- 5-2-1981.

S.O. 1341.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in respect of a complaint under Section 33A of the said Act filed by Shri Bhagwat Prasad, Coal-Cutter Machine Operator, Banki Colliery of Western Coalfields Limited, against the management of Western Coalfields Limited Banki Colliery, Banki Mongra, District Bilaspur, which was received by the Central Government on the 16th April, 1981.

BEFORE SHRI A. G. QURESHI, M.A.,LL.B., PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.).

Case No. CGIT/LC(A)(2)/1980.

PARTIES :

Shri Bhagwat Prasad S/o Mohar Say, Coal Cutter Machine Operator, Banki Colliery, P.O. Banki Mongra, Distt. Bilaspur (M.P.).—Applicant.

Versus

The Sub-Area Manager, Western Coalfields Limited, Banki Sub-Area, P.O. Banki Mongra, Distt. Bilaspur (M.P.).—Non-applicant.

APPEARANCES :

For Applicant.—Shri Rambilash Sobhnath.
For Non-applicant—Shri P. S. Nair, Advocate.

INDUSTRY : Coal DISTRICT : Bilaspur (M.P.)

AWARD

Dated, March 23, 1981

This is a complaint filed by Shri Bhagwat Prasad, Coal Cutter Machine Operator, Banki Colliery of Western Coalfields Limited, Banki Mongra, District Bilaspur under sec. 33A of the Industrial Disputes Act, 1947 (arising out of a case no. 25/79 pending before this Tribunal for adjudication) against the Sub-Area Manager, Western Coalfields Limited, Banki Sub-Area, P.O. Banki Mongra, District Bilaspur.

2. The complaint of the complainant is that the complainant was working in Mine No. 5/6 at Banki Colliery. During the pendency of a Reference case no. CGIT/LC(R)(25)/79 the Sub-Area Manager Banki Colliery vide letter No. WCL/BNK/E/Notice/18375-81 dated 18-4-1980, retired him from service illegally on the ground that the complainant had completed the age of superannuation i.e. 60 years. According to the managements own record, the complainant's date of birth is 20-4-1919, which means that he had already completed the age of 60 years in 1979. Hence the question of his retirement in 1980 does not arise. The management has made cuttings and overwritings in the complainant's service sheet. The complainant has further contended that there is no provision in the W.C.L. (N.C.D.C.) Standing Orders to retire a person on attaining the age of 60 years. The management gave a year's notice in July, 1979 to a workman, Shri Purandas, Watchman to retire him from 8th July, 1980, whereas the complainant has been given only a month's notice. Further the management of Western Coalfields Limited, Surakachar Colliery, has employed a retired Loco Driver of a Railway which is illegal. The management has neither taken permission under Sec. 33(1) before retiring him nor has sought approval from the Tribunal under Sec. 33(2)(b) of the I.D. Act. The complainant, therefore, prayed that the order dated 18-4-1979 passed by the management retiring him from service be declared as void and the management be directed to pay full back wages from 18th April, 1979.

3. The Non-applicant management has resisted the complaint and has submitted that the complainant was appointed at Korba Colliery on 21-4-1958 as Coal Cutter Machine Operator and was transferred from Korba Colliery to Banki Colliery on 7-10-1967. Accordingly a superannuation notice was served on Shri Bhagwat Prasad on 18-3-1980 as he completed 60 years age on 21-4-1980. The management has a right to retire an employee at the age of 60 years as the management of Western Coalfields Limited has fixed the age of superannuation as 60 years for its employees as per Wage Board Recommendations. The management has denied the allegations about the recording of his date of birth in the service sheet. The management has admitted that there is a correction in the service sheet of the complainant but it has not put the complainant to any loss nor the age of retirement has been decreased. When the Certified Standing Orders is silent about issuing termination order to an employ for retiring him on attaining the age of 60 years, the management has taken the right action. The complaint of the complainant is liable to be dismissed.

4. On the pleadings of the parties four issues were framed on 19-8-1980 and the case was fixed for evidence of parties.

On the request of the representative of the complainant a commission was issued to record the evidence at Korba. The Commissioner has recorded the evidence and submitted its report. Parties did not object to the report submitted by the Commissioner. Thereafter Shri Nair, Advocate for the management, stated on 15-11-1980, that the management had sought permission to examine one witness before the commission. Since the witness of the management could not be examined before the Commissioner the prayer was allowed by this Tribunal and the case was fixed for Management's witness on 8-1-1981. After another adjournment by the management both the parties appeared on 5-2-1981 and submitted that there is a likelihood of mutual settlement hence 28-2-1981 was fixed for filing of mutual settlement which they did on 28-2-1981.

6. I have perused the terms of settlement incorporated in the petition signed by the Counsel of the management and the representative of the complainant. The terms of the settlement are as under :—

(i) Management will provide employment to Shri Bhagwat Prasad from 4-3-1981 till 20th April, 1982. Shri Bhagwat Prasad will stand retired from service from 21st April, 1982. He shall not raise any dispute regarding his age or claim service from 21st April, 1982 onwards.

(ii) That the period of absence from duty from 21st April 1980 till 4th March, 1981, will be treated as leave without pay, without affecting the continuity of service. For this period he shall neither be entitled to wages nor any benefit whatsoever.

(iii) Shri Bhagwat Prasad and his duly authorised representative accept the above terms in full and final settlement of his claim from the Management and shall not raise any dispute on the subject. The parties shall not treat this dispute as a precedence and accept that this agreement has been entered into on the special consideration for the facts and circumstances of the case.

The parties have submitted that an award be given in terms of the above settlement. Since the parties have settled the dispute mutually the terms of which appear to be fair, reasonable and beneficial to the complainant, I give my award accordingly. Parties shall bear their own costs.

23-3-1981. A. G. QURESHI, Presiding Officer.

[No. L-22014(1)/81-D.IV(B)]

S.O. 1342.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the management of Newton Chickli (B) Colliery of Western Coalfields Limited Pench Area, Madhya Pradesh and their workmen, which was received by the Central Government on the 16th April, 1981.

BEFORE SHRI A. G. QURESHI, M.A.,LL.B., PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.).

Case No. CGIT/LC(R) (21)/1980.

PARTIES :

Employers in relation to the management of Newton Chickli (B) Colliery of Western Coalfields Limited, Pench Area and their workmen represented through the President, Samyukta Khadan Mazdoor Sangh (AITUC), P.O. Chandametta, District Chhindwara (M.P.).

APPEARANCES :

For Employer.—Shri P. S. Nair, Advocate.

For Union.—Shri P. K. Thakur, Advocate.

INDUSTRY : Coal DISTRICT : Chhindwara (MP)

Dated March 25, 1981.

AWARD

By Notification No. L-22015(2)/79-D.IV(B), dated 25-3-1980 the Government of India in the Ministry of Labour, in exercise of the powers conferred by Clause 10(1)(d) of the Industrial Disputes Act 1947 (14 of 1947) has referred the following dispute to this Tribunal, for adjudication :—

"Whether the acceptance of resignation dated 27-10-1978 of Shri Suresh Kumar Seth, Overman, Newton Chickli (B) Colliery, Pench Area, Western Coalfields Limited, by the management of 10-12-1978 was legally unjustified ; if so, what would be the relief ?"

2. The case of the Union in short is that the concerned workman Shri Suresh Seth was employed as an Overman in the Newton Chickli (B) Colliery until 10-12-1978, when the resignation offered by Shri Suresh Seth on 27-10-1978 was accepted by the management. Earlier to 26-1-1978 Shri Suresh Seth was an active worker of B.M.S. and was actually engaged in the trade union activities as an important office bearer of B.K.K.M.S. Later on he left the leadership of that Union and joined the S. K. M. Sangh. He is the President of the N.C.C. Group of Mines branch of S.K.M.S. Shri Suresh Seth was appointed as an Overman on 31-5-1972 on a basic salary of Rs. 245 p.m. before the nationalisation. He had a clear record of service all through, but being an active and popular trade unionist he found it difficult to the management's line submissively. Thus utterly disgusted with the attitude and behaviour of Mr. Tiwari, Pit Manager 8 & 9 Pit of the Colliery he submitted resignation pointing out the irritating, dispotic action of Shri Tiwari. He further submitted that his resignation should be accepted within 48 hours.

3. It has further been averred that Shri Seth was called after a week of the submission of his resignation and was pursuaded by the Colliery Manager to report on his duties. Shri Seth therefore joined his duties on 10-11-1978 and from 27-10-1978 to 10-11-1978 he was marked absent vide letter no. B/78/1224 Dated 30-10-1978. Again on 24-11-1978 the Colliery Manager sent a Memorandum to Shri Seth asking him as to what work he did from 12-8-1978 to 15-11-1978. These two letters are more than sufficient to porve that the resignation letter dated 27-10-1978 submitted by Shri Seth had become infructuous. Then on 10-12-1978 the management sent a letter all of a sudden informing Shri Seth that his resignation letter dated 27-10-1978 was accepted with immediate effect. The resignation was accepted after 44 days of its submission, whereas it should have been accepted within 48 hours as per the contents of the resignation and within one month according to the Certified Standing Orders. In any case, acceptance of the resignation letter after the lapse of a month is unlawful and makes the order inoperative. Shri Seth after the receipt of the letter accepting his resignation, sent a letter to the management on 12-12-1978 saying that he be allowed to resume his duties. This shows that the resignation was no more in existence.

According to the Union the action of the management is only a pretext of firing off the workman for his trade union activities and amounts to victimisation. Therefore the order of the management accepting the resignation of Shri Suresh Seth and terminating his services should be held to be unjustified and Shri Suresh Seth be reinstated with back wages and all attendant benefits.

4. The management has justified its action and opposed the claim of the Union on the grounds that the concerned workman Shri Seth had sent a resignation to the management on 27-10-1978 which was accepted by the management on 10-12-1978. The resignation was submitted by Shri Seth of his own free will and was accepted by the management after due process in the office. It is not obligatory on the management to accept the resignation within a month. After the acceptance of the resignation Shri Seth served in another colliery in Patherkhera Area from 25-1-1979 to 15-2-1979. That indicates that his resignation was properly accepted and he was not interested in working in Pench Area. In his statement before the Civil Judge Class II at Chhindwara Shri Suresh Seth clearly stated that he served the management upto 10-12-1978. He has not made any allegation in

that statement that the acceptance of the resignation was bad in law and he continues in service.

It has further been averred by the management that the management would not like to continue in their employment any unwilling workman specially whether workman is holding a post of trust and confidence and is doing the supervisory job. Therefore the management was fully justified in accepting the resignation of Shri Suresh Kumar Seth.

Two legal objections have also been raised, one about the competency of the Union to raise the present dispute and the other challenging the jurisdiction of this Tribunal to decide this dispute on the grounds that Shri Suresh Seth is not a workman and that he is not a member of the Union which has raised the present dispute. Therefore the Union cannot raise this dispute.

5. On the above pleadings of the parties the following issues were framed by this Tribunal to decide this dispute :—

ISSUES

(1) Whether Shri Suresh Kumar Seth was a workman and hence this Tribunal has no jurisdiction to decide this dispute ?

(2) Whether the resignation letter submitted by the workman was a protest letter by the workman ?

(3) Whether after submitting the resignation letter Shri Seth worked on 10-11-1978 ?

(4) Whether the resignation was not accepted till 10-12-1978. If so, its effect ?

(5) Whether resignation became infructuous because it was not accepted for 44 days and Shri Seth continued to work for more than a month after the submission of the resignation ?

(6) Whether the acceptance of the resignation by the management is an act of victimisation and unfair labour practice ?

(7) Relief and costs ?

6. Before deciding the aforesaid issues it may be mentioned that by an amendment the management has raised a plea that the Union could not espouse the cause of Shri Suresh Kumar Seth because he was not a member of the Union. But the management did not press that objection at the time of the arguments and there is no evidence on record to show that Shri Seth was not a member of the Union. Therefore, I hold that the Union was competent to raise the present dispute.

My findings on the Issues with reasons are as under :—

7. Issue No. 1.—On this issue Shri Suresh Seth has stated that as an Overman he was discharging the duties as detailed in the Mining Regulations. While discharging his duties he had to take Map with him before going in the mines, to check Safety Lamp and keep the first aid-box with him. He used to carry a mining staff with chalk and blank papers. He was responsible for the safety of the mines. For checking the safety he used to tap the roof of the mine with mining staff and ascertain the safety of the roof from sound produced by tapping. Same procedure was adopted for checking sides and floors of the mines. He used to check the statement of the shotfirer about the consumption of the explosives. If for the safety of the mines it was necessary to put the bars across the roof he used to make marks for the holes and used to get the cross-bars fixed by the carpenters. If any portion of the mine was unsafe it was his duty to prevent people in that area and manage for immediate repairs. If a man was found smoking or drunk in the mine it was his duty to report for his removal to the mines Manager and to remove himself that man from the mine.

On the other hand, the witness of the management Shri Jain has stated that an overman works in the supervisory capacity and he is not required to do his work with his own hands. He is incharge of the district and the mine, and leave to a workman is granted on his recommendation.

8. In view of the aforesaid oral evidence it cannot be decided as to whether the Overman is a workman or a supervisor because on one hand Shri Suresh Seth states that maximum portion of his duty is manual, whereas Shri Jain states that it is supervisory. The learned Counsel for the management Shri Nair has strenuously argued that according to the Coal Mines Regulations an Overman is a supervisor therefore he should be treated as a supervisor. On the other hand, learned Counsel of the workman Shri P. K. Thakur has addressed detailed arguments strenuously urging that Shri Seth should be treated as a workman because the job of Overman was considered by the Majumdar Tribunal and the Members of the Tribunal had actually seen the working of the mines and then came to a conclusion that the Overman are the workmen. For the same reason, the management also entered in an agreement with the United Association of INMOSA and MOSA wherein the management had agreed to give all facilities of workmen including right of trade union, overtime, wokmen compensation etc. to the Overman/Mining Sirdars. It was further been agreed that the management will not raise in any Court an objection that an Overman or a Minining Sirdar is not a workman. That agreement is Ex. W/11.

9. In my view, the concerned workman Shri Suresh Seth is a workman for the following reasons :—

The Majumdar Tribunal had considered the issue whether an Overman should be treated as a workman or a supervisor, and as back as in 1954, after considering all the aspects of the work of the Overman the Tribunal came to the conclusion that Overmen and Mining Sirdars are the workmen. The Findings of the Tribunal are contained at page 152 of the report at paras 562 and 563 which reads as under :—

> "562. It is not necessary to refer in detail to the weight of the stick or the number of times the overman or mining sirdar taps the roofs. We are satisfied that in respect of the work that an overman or mining sirdar is expected to do, the manual part is so considerable that whatever supervision he does, is necessarily subordinated to the manual work. After all for the purpose of administration, gradation between employees is unavoidable and the duties of a manual worker are not inconsistent with a limited amount of supervision and control over other employees.
>
> 563. In the result, we hold that overman and mining sirdars are also skilled manual workers."

The above award has not been superseded or modified by any subsequent award on this point. The award has not been challenged before any High Court or Supreme Corut on this point. No decision of any High Cout or Supreme Court has been cited by the management before me showing therein that the findings of the Majumdar Award holding the Overman as a workman is not correct. Therefore, in my view, the Majumdar Award is still applicable on the parties. For the same reasons the management also agreed with the Association of the Mining Sirdars and Overmen that they will be treated as the workmen for all the benefits available to the mine workers and that the management shall not raise a plea before any authority that the Mining Sirdars/Overmen are not the workmen. Therefore, in view of the finding of the Majumdar Award holding Overmen as the skilled workmen, I hold that Shri Suresh Kumar Seth is a workman.

10. Issue No. 2.—Before me both the parties have submitted that the letter of resignation submitted by the workman was a resignation. Although the resignation, letter contained some complaints about the working of the mines, still it does not cease to become a letter of resignation. Even the Union has not challenged the action of the management on this ground. The main ground of the Union assailing the action of the management is that the acceptance of the resignation was bad in law. Therefore, I hold that the resignation letters submitted by the workman was not only a protest letter but an offer to resign the post which he was holding.

11. Issue No. 3.—The Union has pleaded in the statement of claim that Shri Seth joined his duties on 10-11-1978. The management has not specifically denied this averment.

The concerned workman Shri Seth has stated that he rejoined his duties after 10 days of the submission of resignation letter and thereafter he worked till 10-12-1978. This statement of Shri Seth has not been rebutted by the management. Therefore in view of the unrebutted testimony of Shri Seth and absence of denial of the pleadings on this point by the management I hold that Shri Seth joined his duties on 10-11-1978 after submitting the resignation letter.

12. Issue Nos. 4, 5 & 6.—All these issues are about the legality of the action of the management in accepting the resignation, therefore, they are being decided together.

It is undisputed before me that Shri S. K. Seth had submitted the letter of resignation (Ex. M 3) on 27-10-1978. The resignation is not conditional. It says that "I resign from my post of Overman form the date 27-10-1978". Resignation bears a note that if his resignation is not accepted within 48 hours it shall mean all are involved in mal practices. It is also uncontroverted before me that the resignation was accepted on 10-12-1978 with immediate effect It is also decided in answer to Issue No. 3 that Shri Seth rejoined his duties on 10-11-1978 and work at the mines till 10-12-1978. Therefore the decision to the legality of the action of the management in accepting the resignation can be made by answering the following questions :—

(a) Whether joining of duties by Shri Seth on 10-11-1978 would amount to the withdrawal of resignation and whether Shri Seth was asked to join the duties by the management with an assurance that the resignation shall be teated as withdrawn?

(b) Whether the non-acceptance of the resignation within 48 hours of its submission debars the management from accepting it at a subsequent date?

(c) Whether non-acceptance of the resignation immediately after one month from the date of its submission, makes the resignation infructuous and debars the management from accepting it at a subsequent date?

13. As regards point No. 1, I am of the view merely submission of the resignation would not automatically bring to an end, the services of a workman and therefore even after submission of the resignation if the workman works on his duty then it will not be presumed that he has withdrawn the resignation; because till the resignation is accepted the workman is entitled to work at the place of his duty and is entitled to get the wages. Further more according by Order 13(c) of the Certified Standing Orders of the management a workman is required to give a month's notice before relinquishing his job. Therefore also at least for a month after the submission of the resignation Shri Seth was required to remain present on duty and work or he was to give one month's wages to the management in lieu of such notice. Therefore joining the duty by Shri Seth on 10-11-1978 would not amount to withdrawal of the resignation.

About the allegation that the management persuaded Shri Seth to rejoin his duties and treated the resignation as withdrawn, I find from the evidence that although Shri Seth has stated that after four days of the submission of the resignation, Shri Jain Agent of the Colliery and Shri Machaliar had called him in the office and persuaded him to join the duties; therefore he joined the duties after 10 days of the submission of the resignation. But in rebuttal both Shri Jain and Shri Machaliar had categorically denied to have persuaded Shri Seth to rejoin. Shri Jain has stated that he was on leave from 27th October, 1978 till 9th November, 1978. He was not in the office at all and he had no discussion with Shri Seth about his resignation. Shri Machaliar has also stated that till 8th December he had no negotiations with Shri Seth about his resignation and he did not give him any assurance that his resignation shall not be accepted or will not be acted upon. Shri Seth came to his office on 8th December 1978 and insisted that his resignation should be accepted. He intimated that fact to the Agent Shri Jain. Shri Machaliar also states that Shri Jain was on leave from 28th October for about 10 days. Therefore from the testimony of both these witnesses it is clear that Shri Jain was on leave and he was not in the office. Therefore the statement of Shri Seth that Shri Jain and Shri Machaliar had called him in their office 4 days after the submission of his resignation i.e., around 2nd November, cannot be held to be true. Furthermore, if Shri Seth had agreed to the suggestion for joining the duties by Shri Machaliar and Shri Jain on 2nd November what prevented him from joining the duty till 10th of November. Shri Seth is not a lay man. He is a Master of Arts and a Law Graduate. A man with sufficient experience in his own branch of working. He, according to his own version, is a prominent trade union leader. Therefore it is very unlikely that having changed his mind about the resignation he would not withdraw it in writing and shall act upon the oral assurances given by the officers of the management against whom he had launched a movement alleging malpractices in the working of the mine. So, placing reliance on the testimony of the witnesses of the management I hold that Shri Seth was not persuaded by the management to rejoin his duties and he was also not given any assurance that his resignation shall not be accepted or that no action shall be taken upon it.

14. Points No. 2 & 3.—For considering the effect of the delay in acceptance of the resignation submitted by Shri Seth first of all we have to look to the provisions of the Certified Standing Orders. Order no. 13(c) of the Certified Standing Orders says that no workman shall leave the servcie of an employer unless notice in writing is given at the scale indicated below :—

1. for monthly paid workman—1 month; and

2. for weekly paid workman—2 weeks;

provided that it will be for the employer to relax this condition and the workman may pay cash in lieu of such notice.

The aforesaid provision in the Standing Orders does not anywhere lay down that the management is bound to accept the resignation within a period of one month. It merely says that one month's notice is necessary, if a workman wants to leave the service of an employer. The effect of this provision would be that if a workman intends to leave the service of the management and gives a month's notice to the employer, he is free to quit the job after the expiry of the period of the notice and claim all the benefits to which he is entitled as a result of the relinquishing of the job. In case the workman does not give a notice the management may treat him unauthorisedly absent and take any action according to the Certified Standing Order. This clause of the Standing Order nowhere says that in case of a resignation it should be accepted immediately after the expiry of the period of notice, otherwise it will become infructuous. Actually the clause it-self has given the powers to the employer to relax the condition of one month's notice. Therefore it could not be said that if an action by the management has not been taken after the expiry of one month from the date of notice, the notice shall become infructuous. In Rajkumar Vs. Union of India (AIR 1969 SC p. 180) it has been held that undue delay in intimating to the public servant the action taken on his resignation may justify an inference that it has not been accepted. Even if the resignation was accepted after a few days but the employee was not relieved for a long time then it was held to be not material. Therefore in view of the aforesaid authority a delay in accepting the resignation or communicating its acceptance would at the most mean that the resignation has not been accepted till that date and the person is at a liberty to withdraw his resignation. But the delay in accepting the resignation shall not be construed to mean that the resignation has become infructuous.

15. In the instant case, the management accepted the resignation after 44 days of its submission, whereas according to the Certified Standing Orders it could not be accepted before 30 days of its submission. Therfore, the delay is of about 14 days in accepting the resignation. As discussed above, no statutory limit is prescribed for accepting the resignation. Therefore the delay of 14 days in accepting the resignation is immaterial. The continuance of Shri Seth in service till the date of the acceptance of his resignation also does not help the case of the Union, because till the acceptance of the resignation the management could not stop Shri Seth from working on his job, as legally, Shri Seth

was entitled to work on his post till the acceptance of the resignation. The letter sent by Shri Seth two days after the acceptance of the resignation is also of no avail because the resignation can be withdrawn only before its acceptance and not after.

16. The aforesaid discussion leads to only one conclusion that the management has not committed any illegality in accepting the resignation of Shri Seth. Accepting the resignation submitted by an employee by the employer can by no stretch of imagination be said to be an act of victimisation unless it is shown that the workman was compelled by the management to tender the resignation. Therefore, the action of the management cannot be held to be one of victimisation.

In the result I answered issues No. 4, 5 & 6 in favour of the management.

17. Issue No. 7.—In view of the decision on issues No. 4, 5 & 6 it is held that the action of the management in accepting the resignation of Shri Suresh Seth was legal and justified. The workman, Suresh Kumar Seth, is therefore not entitled to any relief.

A. G. QURESHI, Presiding Officer

[No. L-22015(2)/79-D.IV(B)]

S. S. MEHTA, Desk Officer.

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